

# Exhibit A

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
CIRCUIT JUDGE DIVISION  
STATE OF MISSOURI

BAPTISTE & WILDER, P.C.,  
A professional corporation

Plaintiff,

vs.

TRANS WORLD AIRLINES, LLC  
MASTER EXECUTIVE COUNCIL  
500 Northwest Plaza, Suite 1200  
St. Ann, Missouri 63074  
A labor organization

And

ROBERT A. PASTORE  
5294 Grapeview Road  
Grapeview, Washington 98546  
Individually and in his capacity as TWA,  
LLC MEC Chairman

And

JOHN HEFLEY  
96 Ledge Hill Drive  
St. Alban, Vermont 95748  
Individually and in his capacity as TWA,  
LLC MEC Vice Chairman

And

TED CASE  
2463 Waterscape Trail  
Snellville, Georgia 30078  
Individually and in his capacity as TWA,  
LLC MEC Secretary-Treasurer

And

HOWARD HOLLANDER  
14 Adelphi Avenue  
Harrison, New York 10528  
Individually and in his capacity as TWA,  
LLC MEC Captain Representative

And

JIM ARTHUR  
7502 Fieldstone Court  
Indianapolis, Indiana 46254  
Individually and in his capacity as TWA,  
LLC MEC First Officer Representative

Cause No. 04CC-004764

Division 19

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And )  
SALLY YOUNG )  
667 Lakewood Drive )  
Lake St. Louis, Missouri 63367 )  
Individually and in her capacity as TWA, )  
LLC MEC First Officer Representative )  
And )  
SEAN CLARKE )  
3705 Bluff springs Drive )  
St. Charles, Missouri )  
Individually and in his capacity as TWA, )  
LLC MEC First Officer Representative )  
And )  
AIR LINE PILOTS ASSOCIATION, )  
INTERNATIONAL )  
Attn: Clay Warner )  
535 Herndon Parkway )  
Herndon, Virginia 20170 )  
Defendants. )

PLAINTIFF'S FIRST AMENDED PETITION FOR BREACH OF CONTRACT FOR

LEGAL FEES AND EXPENSES

Comes now Plaintiff, Baptiste & Wilder, P.C., and for its cause of action herein states as follows:

1. Plaintiff is a professional legal corporation organized under and existing by virtue of law and having its physical place of business in Washington, D.C. Plaintiff further states that the debt sued upon arose in and Plaintiff's cause of action accrued in the State of Missouri;
2. Defendant TWA, LLC Master Executive Council (hereinafter referred to as MEC) has its principal place of business in St. Louis County, Missouri;
3. The remaining Defendants, with the exception of Defendant Air Line Pilots Association, International, were officers of TWA, LLC MEC and at the time the cause of action accrued were based in St. Louis, Missouri. Consequently, sufficient contacts exist for jurisdiction to be proper under Missouri's long-arm statute;

4. On January 19, 2001 Plaintiff and Defendant TWA, LLC Master Executive Council, then known as TWA MEC entered into a written retainer agreement for legal services, wherein Plaintiff agreed to provide legal services to defendant TWA MEC in exchange for specified hourly rates and reimbursement for out-of-pocket expenses incurred during the course of Plaintiff's representation. A true copy of this retainer agreement is attached hereto and incorporated herein as Exhibit A. Defendant Airline Pilots Association, International is the successor in interest to TWA MEC;

5. Defendant Robert Pastore signed this fee agreement on behalf of Defendant TWA, LLC Master Executive Council;-

6. The hourly rates provided for in the retainer agreement between Plaintiff and Defendant TWA, LLC Master Executive Council are fair and reasonable and represent the customary rates of Plaintiff in similar cases;

7. Plaintiff performed fully under the contract, providing competent legal representation on various matters as requested by TWA, LLC MEC;

8. The Retainer Agreement provides for billing on a monthly basis, and the bills are payable on receipt;

9. Despite demand for payment, there remains due and owing to Plaintiff the sum of \$95,545.81 for legal services rendered and expenses incurred in the representation of Defendant TWA, LLC MEC during the months of August, September, October, November, and December, 2001;

10. Defendant, TWA, LLC MEC has bank accounts with Union Planters Bank totaling approximately \$156,000.00 from which Plaintiff's legal fees and expenses can be paid, and Defendants Pastore, Hefley Case, Hollander, Arthur,

Young, and Clark exert authority and control over said bank accounts as does Defendant Air Line Pilots Association, International as the successor in interest to TWA LLC, MEC;

11. Defendants have breached their obligations to Plaintiff under the contract for legal services between Plaintiff and Defendants by failing to pay billings as they were received.

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendants in the principal sum of \$95,545.81, together with interest at the rate of nine per cent per year from January 1, 2002, and for costs herein expended.



---

RICHARD A. ABRAMS, MBEN # 26128  
8000 Maryland Avenue, Suite 1000  
St. Louis, Missouri 63105  
Telephone: (314) 721-5156  
Facsimile: (314) 725-7435  
Attorney for Plaintiff

BAPTISTE & WILDER, P.C.

ATTORNEYS AT LAW

1150 CONNECTICUT AVENUE, N.W., SUITE 500

WASHINGTON, D.C. 20036

(202) 223-0723

ROLAND P. WILDER, JR.

January 17, 2001

FACSIMILE (202) 223-9677  
E-MAIL BapWild@aol.com

VIA UPS NEXT DAY DELIVERY

Captain Robert A. Pastore  
Chairman  
TWA Master Executive Council  
500 Northwest Plaza  
Suite 1200  
St. Ann, MO 63074

Dear Captain Pastore:

This letter is to confirm that Baptiste & Wilder, P.C. ("Firm") agrees to represent the Trans World Airlines Master Executive Council ("TWA MEC") upon the terms set forth below.

1. SERVICES

The Firm agrees to provide legal services to the TWA MEC and its Merger Representatives, including advice and consultation; document preparation; legal research; representation in court, arbitration and administrative proceedings; and participation in negotiations and conferences, all with respect to matters arising from or related to collective bargaining negotiations and seniority integration in connection with the acquisition of TWA by American Airlines and related transactions.

2. FEES

The Firm's current fee structure is \$250 per hour for senior principals, \$225 per hour for other principals, and \$175-195 per hour for associates depending upon their experience. The paralegal rate is \$60 per hour. We are prepared to guarantee those hourly rates for one (1) year.

BAPTISTE & WILDE P.C.

Captain Robert A. Pastore

Chairman

TWA Master Executive Council

January 17, 2001

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3. EXPENSES

The Firm will bill you for all out-of-pocket expenses incurred in our representation, including actual costs for photocopying, postage, transportation, messenger, overnight or facsimile transmission service, long distance telephone calls, service and filing fees, computer research fees, witness fees of all types, and the fees and expenses of consultants, if required.

4. BILLING

The Firm will bill you monthly for services rendered and for all out-of-pocket expenses. The bill will indicate the amount of time spent on your case, the nature of the services rendered, and the particular expenses incurred. These bills are payable upon receipt.

Since we are not always promptly billed for certain out-of-pocket expenses, such as telephone calls and electronic search expenses, we may not have received the bills for all such expenses when you receive our final statement. Consequently, we may bill you for some expenses after you have received our final statement for services rendered.

5. WRITTEN MODIFICATION

This retainer agreement may be modified only by mutual consent in writing.

6. TERMINATION

This retainer agreement may be terminated by the Firm for, among other things, the late payment or non-payment of monthly statements, failure to cooperate in the representation, insisting upon unethical conduct by the Firm or persistently failing to accept the Firm's advice. This agreement may be terminated by the client any time it becomes dissatisfied with the Firm's services. Written notice of termination must be given. In the event of termination, you will remain responsible for fees earned and expenses incurred by the Firm prior to the time the notice of termination is received, as well as for work performed and for expenses incurred incidental to termination.

BAPTISTE & WILDER, P.C.

Captain Robert A. Pastore

Chairman

TWA Master Executive Council

January 17, 2001

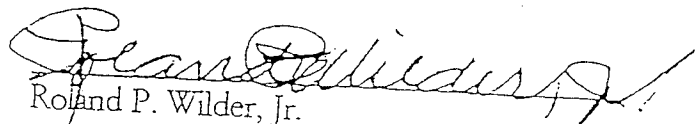
Page 3

Please read this letter carefully. If you find its terms acceptable, you may indicate your agreement by signing and dating this letter and the enclosed duplicate original, and by returning one original to me. Do not hesitate to contact me if you have any questions concerning the provisions of this agreement.

Very truly yours,


BAPTISTE & WILDER, P.C.

By:

  
Roland P. Wilder, Jr.

RPW Jr:beu

APPROVED:

  
CAPTAIN ROBERT A. PASTORE

01-19-01  
DATE

# Exhibit B

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
DOCKET NO. 02CV2917 (JEI)

LEROY "BUD" BENSEL, JAMES ARTHUR, PATRICK  
BRADY, THEODORE A. CASE, MATTHEW J. COMLISH,  
DARSHANPRIT S. DHILLON, LEMUEL A. DOUGHERTY,  
MICHAEL V. FINUCAN, JOHN S. HEFLEY, HOWARD B.  
HOLLANDER, ROBERT A. PASTORE and SALLY YOUNG,

Plaintiffs,

-vs-

ALLIED PILOTS ASSOCIATION, AIR LINE PILOTS  
ASSOCIATION, AMERICAN AIRLINES, INC., and TWA AIRLINES,  
LLC,

Defendants..

- - -  
September 15, 2006  
- - -

Oral sworn deposition of SALLY RENETTE  
YOUNG, 2725 Fairway Oaks Drive, Lake St. Louis,  
Missouri, taken in the law offices of Archer & Greiner,  
P.C., Esquires, One Centennial Square, Haddonfield, New  
Jersey, before Cindy Pineiro, C.M., CSR #XI01815, and  
Notary Public of the State of New Jersey, on the above  
date, commencing at 9:00 A.M., there being present:

DEGNAN & BATEMAN  
(856) 547-2565

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1 was doing was asking the bankruptcy court to,  
 2 essentially, nullify the TWA pilots' collective  
 3 bargaining agreement?  
 4 A Right.  
 5 Q And, ultimately, the Court did not act on  
 6 the motion vis-a-vis the pilots, did it?  
 7 A No.  
 8 Q And why was that?  
 9 A We withdrew it, I believe.  
 10 Q The company withdrew its motion  
 11 because --  
 12 A Yeah. That's what I meant.  
 13 Q Because an agreement was worked out with  
 14 the company?  
 15 A Uh-huh.  
 16 Q Let me just show you this, which was also  
 17 an exhibit submitted to the Court earlier.  
 18 (TWA MEC Special Meeting April 2, 2001,  
 19 was marked as Young-13 for identification by the  
 20 court reporter.)  
 21 BY MR. KATZ:  
 22 Q This is a resolution adopted by the TWA  
 23 MEC on April 2, 2001, correct?  
 24 A Uh-huh.  
 25 Q And this was the action taken by the MEC

1 going to happen.  
 2 Q Well, I have a number of follow-up  
 3 questions. First of all, why did you split the votes  
 4 400 and 205? How did you come up with those particular  
 5 numbers, and why did you vote -- cast 400 of your  
 6 members votes in favor and 205 against?  
 7 A That was my assessment of the proportion  
 8 of pilots junior -- more junior first officers that  
 9 would be put at the most risk.  
 10 Q 205 or 400?  
 11 A The 400.  
 12 Q And so the 400 corresponds to the most  
 13 junior of the first officers in St. Louis, who you felt  
 14 were at the greatest risk of being harmed by the  
 15 granting of the Section 1113 motion?  
 16 A That's correct.  
 17 Q And the 205 corresponds to some first  
 18 officers based in St. Louis who are more senior and  
 19 were less at risk?  
 20 A That's correct.  
 21 Q Okay. And did you do an examination of  
 22 the TWA pilots' seniority list to -- or of your own  
 23 membership in St. Louis to make that judgment?  
 24 A I don't know that I did an examination,  
 25 but I was aware of the general --

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1 to give the companies, American and TWA, what they had  
 2 stipulated was necessary in the asset purchase  
 3 agreement, which is Exhibit 4 that we looked at  
 4 earlier?  
 5 A Yes.  
 6 Q And the way I read this resolution, in  
 7 terms of your votes, it shows 400 votes for Council 003  
 8 by you as the co-pilot representative in favor, and 205  
 9 votes against.  
 10 A Uh-huh.  
 11 Q Would you explain why you split your  
 12 votes in that fashion, please?  
 13 A Well, after extensive advice from the  
 14 ALPA advisors who came in town that day, the -- in  
 15 particular Roberts made it sound like if we didn't  
 16 voluntarily waive those provisions, that we would be  
 17 putting our pilots at risk of not being represented by  
 18 a union. That American had no obligation to recognize  
 19 ALPA as the collective bargaining agent. That pilots  
 20 would be put at risk.  
 21 And those -- that is the approximate  
 22 number of junior pilots that I represented. Prior to  
 23 that day my position was that we shouldn't voluntarily  
 24 waive -- voluntarily waive these provisions. That they  
 25 should be stripped in bankruptcy court if that was

1 Q Seniority?  
 2 A -- seniority of the people I represented.  
 3 Q Okay. And you mentioned Bill Roberts as  
 4 the advisor who you mentioned. Bill Roberts -- let me  
 5 just ask: Was he to you the most important of the  
 6 advisors in terms of influencing you to vote in this  
 7 manner?  
 8 A Every advisor said something that I  
 9 remembered that day. I really -- I went to this  
 10 meeting with the intention of voting no, because that  
 11 was what I thought my constituents wanted in general.  
 12 There was -- you know, there was some  
 13 people that thought one thing and some people that  
 14 thought another. Each of the advisors -- I asked  
 15 questions of each of the advisors, and each of the  
 16 advisors were -- they were in concert. They were all  
 17 of the same opinion, with the exception of Roland  
 18 Wilder, and they all advised us to waive scope that  
 19 day.  
 20 And Bill Roberts made it sound like,  
 21 because TWA had recognized -- voluntarily recognized  
 22 ALPA as its collective bargaining agent some 70 years  
 23 prior, that there was no certification of that. That  
 24 American had no obligation to do that, and that we  
 25 would be put at risk as a pilot group. We would not be

17 (Pages 62 to 65)

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1 doesn't grant the waiver that the company's insisting  
2 on, the Court will grant the 1113 motion and reject  
3 ALPA's collective bargaining contract; isn't that  
4 correct?

5 A That was what the advisors said, and I  
6 had no reason to not believe anything that they said,  
7 actually, that day.

8 But, you know, whether or not the  
9 provisions would have been stripped is -- we'll never  
10 know, because we voluntarily waived them. Had we  
11 allowed them to be stripped, there may have been -- my  
12 position now is there may have been things that we  
13 could have done and actions we could have taken had we  
14 not voluntarily waived.

15 And, actually, that day we were talking  
16 about voluntarily waiving early, because that was one  
17 of the discussions that we had. Roland Wilder  
18 disagreed that we waive that day. He said wait until  
19 the steps of the -- steps of the courthouse.

20 Q So that's April 6th instead of April 2nd?

21 A Correct.

22 Q But he didn't --

23 A So that day we were deciding, do you  
24 waive and do you waive today? And I thought we were  
25 told by the advisors there was value to waiving, and

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1 value to waiving early. That if need be, you could  
2 litigate the language in the asset purchase agreement,  
3 which never happened.

4 I've come to understand since then that  
5 the likelihood of us being stripped of union  
6 representation in that situation is pretty slim.  
7 Although American did not -- although there was not a  
8 certification vote some 70 years ago, that -- in fact,  
9 you know, us being lay -- you know, laid bare without  
10 union representation probably would not have happened.  
11 But that was what they intimated would have happened.

12 Q You said Bill Roberts said that?

13 A Yes.

14 Q Do you have any reason to think that Bill  
15 Roberts knew those statements about union  
16 representation to be false when he made them?

17 MR. PRESS: Wait. Let me object to the  
18 form of the question. I don't know which  
19 representation you're talking about now.

20 Subject to that, go ahead and answer.

21 BY MR. KATZ:

22 Q What information do you have to suggest  
23 that Bill Roberts knew any of these representations to  
24 the MEC, regarding what would happen if there was an  
25 1113 motion granted, that he knew them to be false when

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1 he made those statements? Do you have any information  
2 like that, Captain Young?

3 A I don't have information about what he  
4 was thinking in his head, no.

5 Q All right. And with regard to Exhibit  
6 15, the e-mail from Captain Pastore, he talks about --  
7 the part on page two he says, "The strategic decision,  
8 then, was made to get as many contractual protections  
9 available going into the LLC," and he lists things that  
10 he says were gained.

11 Do you disagree with Captain Pastore's  
12 recitation here on page two of the many things that  
13 were gained by entering into this waiver and the new  
14 collective bargaining contract with TWA, LLC?

15 A No.

16 Q You agree that it was an advantage to  
17 have a retention of the September 1, 2001 pay raise,  
18 correct?

19 A Yes.

20 Q And you agree that that would have been a  
21 risk if the collective bargaining contract between ALPA  
22 and TWA were rejected, correct?

23 A That that provision would be at risk?

24 Q That pay raise.

25 A Yes.

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1 Q And you agree that it was an advantage to  
2 have \$12 million in late and outstanding DAP payments  
3 plus interest?

4 A Yes.

5 Q Would you explain for the record what a  
6 DAP payment is?

7 A It's a form of a 401-K. It's a Directed  
8 Account Plan, and it was an airline -- specific to TWA,  
9 and it was the pilots' -- basically, their 401-K.

10 Q And TWA had failed to make those payments  
11 on time?

12 A That's correct.

13 Q And as a result of entering into this  
14 waiver in the new collective bargaining agreement,  
15 those sums were paid, correct?

16 Now, there's more. It's a long list. But  
17 then on the next page, the next paragraph, Captain  
18 Pastore recites that, "The 1113 option may not have  
19 resulted in a total loss of our current pay, working  
20 conditions, and union representation."

21 He recognizes that there were legal  
22 arguments that would support the status quo, doesn't  
23 he?

24 A Which paragraph are you talking about?

25 Q The first full paragraph on page three.

22 (Pages 82 to 85)

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1 MR. PRESS: I object to the form of the  
2 question.  
3 THE WITNESS: What grounds?  
4 BY MR. KATZ:  
5 Q Yeah.  
6 A I think what this -- some of these points  
7 are trying to delineate is -- is the inaction of ALPA  
8 to utilize whatever avenues it could to provide  
9 protection to the TWA pilots.  
10 Q Well, let's just talk about 107(d) for a  
11 minute, Captain Young. It complains about the failure  
12 of ALPA to challenge the certification of APA as the  
13 certified collective bargaining agent of the former TWA  
14 pilots. Now, that challenge would, presumably, be a  
15 lawsuit to invalidate the NMB's extension of APA's  
16 certification to cover the TWA, LLC pilot group, right?  
17 A Right.  
18 Q So, I mean, if you file a lawsuit, a  
19 lawyer has to rely on grounds to file a lawsuit. What  
20 would the grounds be? Do you have any suggestions?  
21 A No.  
22 MR. PRESS: Wait. Wait. I object to the  
23 form of the question.  
24 BY MR. KATZ:  
25 Q And 107(e) talks about failure to

1 CERTIFICATION  
2 STATE OF NEW JERSEY  
3 COUNTY OF BURLINGTON  
4 I, Cindy Pineiro, a Certified Shorthand  
5 Reporter and Notary Public of the State of New  
6 Jersey, do hereby certify that I reported the  
7 deposition in the above-captioned matter; that  
8 the said witness was duly sworn by me; that the  
9 reading and signing of the deposition were  
10 waived by said witness and by counsel for the  
11 respective parties; that the foregoing is a true  
12 and correct transcript of the stenographic notes  
13 of testimony taken by me in the above-captioned  
14 matter.  
15 I further certify that I am not an  
16 attorney or counsel for any of the parties, nor  
17 a relative or employee of any attorney or  
18 counsel connected with the action, nor  
19 financially interested in the action.  
20  
21  
22 Cindy Pineiro, CSR #X1001815  
23 Notary Public # 2327620 Expires 4/14/10  
24 Dated: September 15, 2006  
25

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1 challenge supplement CC. That, presumably, as well is  
2 a lawsuit to challenge supplement CC. And what grounds  
3 would the association use to pursue that kind of  
4 litigation?  
5 MR. PRESS: I object to the form of the  
6 question.  
7 BY MR. KATZ:  
8 Q Do you have any suggestions?  
9 A No.  
10 Q Number 107(f). That's out of the case.  
11 107(g) is kind of a catchall. Is there  
12 anything else that you wanted to add for G that we  
13 haven't covered already in this deposition?  
14 A No.  
15 Q All right. I'd like to take a short  
16 break, confer with Ms. Wagner. Maybe we're all done.  
17 ---  
18  
19  
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23  
24  
25

42 (Pages 162 to 164)

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(856) 547-2565

# Exhibit C

CondenseIt™

Page 1	Page 3
<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE DISTRICT OF NEW JERSEY</p> <p>3 DOCKET NO. 02CV2917 (JEI)</p> <p>4 LEROY "BUD" BENSEL, JAMES ARTHUR, PATRICK</p> <p>5 BRADY, THEODORE A. CASE, MATTHEW J. COMLISH,</p> <p>6 DARSHANPRIT S. DRILLON, LEMUEL A. DOUGHERTY,</p> <p>7 MICHAEL V. FINUCAN, JOHN S. HEFLEY, HOWARD B.</p> <p>8 HOLLANDER, ROBERT A. PASTORE and SALLY YOUNG,</p> <p>9</p> <p>10 Plaintiffs,</p> <p>11</p> <p>12 -vs-</p> <p>13</p> <p>14 ALLIED PILOTS ASSOCIATION, AIR LINE PILOTS</p> <p>15 ASSOCIATION, AMERICAN AIRLINES, INC., and TWA AIRLINES,</p> <p>16 LLC,</p> <p>17</p> <p>18 Defendants.</p> <p>19</p> <p>20 September 19, 2006</p> <p>21</p> <p>22 Oral sworn deposition of HOWARD BARRY</p> <p>23</p> <p>24 HOLLANDER, 14 Adelphi Avenue, Harrison, New York, taken</p> <p>25 in the law offices of Archer &amp; Greiner, P.C., Esquires,</p> <p>One Centennial Square, Haddonfield, New Jersey, before</p> <p>Cindy Pineiro, C.M., CSR #XI01815, and Notary Public of</p> <p>the State of New Jersey, on the above date, commencing</p> <p>at 9:40 A.M., there being present:</p>	<p>1 (By agreement of counsel, the signing,</p> <p>2 sealing and certification of the deposition were</p> <p>3 waived, and all objections, except as to the</p> <p>4 form of the questions, were reserved to the time</p> <p>5 of trial.)</p> <p>6 INDEX</p> <p>7</p> <p>8 Witness Page</p> <p>9 Howard Barry Hollander</p> <p>10 By Mr. Katz 7</p> <p>11 By Mr Press 178</p> <p>12</p> <p>13 EXHIBITS</p> <p>14</p> <p>15 Marked for I.D. Page</p> <p>16 Hollander-34 - TWA MEC special Meeting, January 11,</p> <p>17 2001 39</p> <p>18 Hollander-35 - Letter dated April 10, 2001 59</p> <p>19 Hollander-36 - Council Minutes dated August 29,</p> <p>20 2001 96</p> <p>21 Hollander-37 - Council Minutes dated October 30,</p> <p>22 2001 102</p> <p>23 Hollander-38 - Fax dated December 3, 2001 103</p> <p>24 Hollander-39 - E-mail dated October 31, 2001 107</p> <p>25</p>
Page 2	Page 4
<p>1</p> <p>2 GREEN, JACOBSON &amp; BUTSCH, P.C., ESQUIRES,</p> <p>3 BY: ALLEN P. PRESS, ESQUIRE,</p> <p>4 Attorneys for the Plaintiffs.</p> <p>5</p> <p>6 TRUJILLO, RODRIGUEZ &amp; RICHARDS, LLC,</p> <p>7 ESQUIRES,</p> <p>8 BY: NICOLE M. ACCHIONE, ESQUIRE,</p> <p>9 Attorneys for the Plaintiffs.</p> <p>10</p> <p>11 KATZ &amp; RANZMAN, P.C., ESQUIRES,</p> <p>12 BY: DANIEL M. KATZ, ESQUIRE,</p> <p>13 Attorneys for the Defendants.</p> <p>14</p> <p>15 ALSO PRESENT:</p> <p>16 Marta Wagner, Esq.</p> <p>17 LeRoy W. Bensch.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 EXHIBITS (Continued)</p> <p>2</p> <p>3 Marked for I.D. Page</p> <p>4</p> <p>5 Hollander-40 - TWA MEC special Regular Meeting, January</p> <p>6 22-24, 2002 114</p> <p>7 Hollander-41 - Letter dated March 26, 2001 119</p> <p>8 Hollander-42 - Memorandum dated May 7, 2001 126</p> <p>9 Hollander-43 - Letter dated October 31, 2001 134</p> <p>10 Hollander-44 - Confidential Draft 7/31/01 142</p> <p>11 Hollander-45 - Untitled document dated June 1,</p> <p>12 2001 149</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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1 this Court deems it equitable and just;" does it not?  
 2 A It says that.  
 3 Q All right. Getting back to Roland  
 4 Wilder, did he tell you in a conversation that you had  
 5 with him in April of 2001 that he thought that Judge  
 6 Walsh would deny the Section 1113 motion?  
 7 A In more than one conversation with Roland  
 8 Wilder it was his legal opinion that he believed the  
 9 TWA pilots would prevail, be successful. That TWA's  
 10 motion would be denied, not happen. He believed, and  
 11 stated over some period of time, that he did not think  
 12 that TWA would be the prevailing -- that we would be  
 13 the prevailing entity.  
 14 Q And were those conversations you had with  
 15 him one-on-one, or were they remarks he made in front  
 16 of the entire MEC?  
 17 MR. PRESS: Object to the form of the  
 18 question. Or both?  
 19 THE WITNESS: They were multiple. They  
 20 were one-on-one, they were via phone. There was one, I  
 21 remember, specific time in a room with at least two  
 22 other individuals, I believe Ms. Young and Mr. Hefley,  
 23 where he had discussed his view of the outcome of the  
 24 1113.  
 25 BY MR. KATZ:

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1 Q And when did those conversations occur?  
 2 A Prior to the April '01 date.  
 3 Q Prior to the MEC resolution on April 2,  
 4 2001, that's reflected in Exhibit 13?  
 5 A Prior to that date, yes.  
 6 Q And were they also repeated in front of  
 7 the entire MEC?  
 8 A To the best of my knowledge they were  
 9 not.  
 10 Q Did he say something different in front  
 11 of the entire MEC?  
 12 A On April -- excuse my reach -- 2nd of  
 13 2001, the best of my recollection, Mr. Wilder stood 100  
 14 percent silent on that day and rendered no opinion  
 15 whatsoever.  
 16 Q We'll come back to Mr. Wilder in a  
 17 minute. But you also mentioned Clay Warner and David  
 18 Holtzman.  
 19 A Correct.  
 20 Q Did you have private opinions -- private  
 21 discussions -- I'm sorry -- with them in which they  
 22 expressed their opinion that the 1113 motion might be  
 23 denied?  
 24 MR. PRESS: Object to the form of the  
 25 question. I don't know if you're asking him, did he

Page 71

1 have separate conversations with each gentleman, or  
 2 separate conversations with both at the same time? I  
 3 object to the form of the question.  
 4 Go ahead.  
 5 BY MR. KATZ:  
 6 Q Go ahead.  
 7 A I had individual conversations with Mr.  
 8 Warner, could not tell you a date, to try to better get  
 9 an education on the 1113 and its substance. I reached  
 10 him. I believe he was at his office in Herndon.  
 11 Mr. Holtzman; I had more than one  
 12 conversation with him that was based on my frequent  
 13 visits to the MEC office, and simply walking in and  
 14 having a discussion with him. Where are we on this?  
 15 What's happening on this, and his venturing an opinion.  
 16 Q Well, this motion in Exhibit 12 was filed  
 17 on March 15, 2001?  
 18 A Correct.  
 19 Q And so were these conversations with Mr.  
 20 Warner between March 15th and April 2nd?  
 21 A To the best of my recollection that would  
 22 have to be correct.  
 23 Q And the conversations with Mr. Holtzman  
 24 were, likewise, between March 15th and April 2nd?  
 25 A That would also have to be correct.

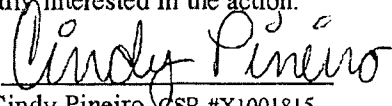
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1 Q And the conversations with Roland Wilder,  
 2 they were also within that time frame?  
 3 A I would have to say correct.  
 4 Q All right. And what did Clay Warner say  
 5 about the likelihood of the 1113 motion being denied?  
 6 MR. PRESS: Object to the form of the  
 7 question. At which time?  
 8 BY MR. KATZ:  
 9 Q What did he tell you?  
 10 MR. PRESS: Object to the form of the  
 11 question. At which time?  
 12 BY MR. KATZ:  
 13 Q You can answer the question if you can.  
 14 MR. PRESS: To the best you can answer it.  
 15 THE WITNESS: During my conversation with  
 16 Mr. Warner his -- I'm paraphrasing -- his initial gut  
 17 reaction was that we were not to worry. That between  
 18 him and the help that the MEC would be receiving,  
 19 leading up to the bankruptcy, that we would -- he  
 20 believed we would prevail and be able to protect the  
 21 rights of the TWA pilots.  
 22 BY MR. KATZ:  
 23 Q When was that conversation?  
 24 A Again, I couldn't tell you a date. It  
 25 was some time prior to going to the bankruptcy hearing,

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<p style="text-align: right;">Page 73</p> <p>1 I could tell you, in April of '01.</p> <p>2 Q Was it prior to the March 12th hearing</p> <p>3 that we read the transcript of Judge Walsh from?</p> <p>4 MR. PRESS: Object to the form of the</p> <p>5 question. I thought we already established -- well,</p> <p>6 object to the form of the question.</p> <p>7 THE WITNESS: I -- again, it's six years</p> <p>8 ago, but my recollection is it might -- it probably --</p> <p>9 the probability of it being between that time and</p> <p>10 between April would be likely. But was -- is there a</p> <p>11 chance it was before that? It is possible.</p> <p>12 BY MR. KATZ:</p> <p>13 Q Did Mr. Warner modify that opinion as</p> <p>14 time went on?</p> <p>15 A I believe he did.</p> <p>16 Q And what did he tell you subsequent to</p> <p>17 that?</p> <p>18 A I never had a personal one-on-one</p> <p>19 conversation with Mr. Warner. His next advice was at</p> <p>20 the meeting where himself and, I believe, everybody on</p> <p>21 this list on page four was in attendance at an MEC</p> <p>22 meeting where he gave, I'll use the word, contradictory</p> <p>23 advice.</p> <p>24 Q That was April 2nd or thereabouts?</p> <p>25 A Or thereabouts, yes.</p>	<p style="text-align: right;">Page 75</p> <p>1 said anything at all at that meeting?</p> <p>2 A I can't remember he -- if he spoke or</p> <p>3 not, no.</p> <p>4 Q Do you know whether David Holtzman spoke</p> <p>5 at that meeting?</p> <p>6 A I do not remember David Holtzman speaking</p> <p>7 at that meeting.</p> <p>8 Q Did David Holtzman tell you that he</p> <p>9 thought the 1113 motion was going to be denied?</p> <p>10 A Personally?</p> <p>11 Q Yes.</p> <p>12 A No.</p> <p>13 David -- well, again, I want to make sure</p> <p>14 I got it correct. David Holtzman never came to me and</p> <p>15 never offered a different opinion than what we had</p> <p>16 spoken about: That he had always believed we would</p> <p>17 prevail.</p> <p>18 At the meeting I don't recall David</p> <p>19 Holtzman ever saying anything, but I just don't recall</p> <p>20 him speaking at that meeting, as I don't recall Roland</p> <p>21 Wilder speaking at that meeting.</p> <p>22 Q And you don't remember Clay Warner</p> <p>23 speaking at that meeting?</p> <p>24 A I cannot recall which gentleman spoke,</p> <p>25 except I can say that when he was present, I believe</p>
<p style="text-align: right;">Page 74</p> <p>1 Q Because April 2nd was when the resolution</p> <p>2 was adopted, right?</p> <p>3 A That is correct.</p> <p>4 Q Was that a one-day meeting?</p> <p>5 A I can't recall if that was day two of a</p> <p>6 two-day meeting or if that was a one-day meeting; I</p> <p>7 cannot recall. I cannot recall if it was a one-day or</p> <p>8 two-day meeting.</p> <p>9 Q And what did Mr. Warner say on April 2nd</p> <p>10 or April 1st in front of the entire MEC?</p> <p>11 A Again, I could not give you his exact</p> <p>12 words. His opinion was -- the opinion from the</p> <p>13 advisors -- I'm going to use it in a general sense,</p> <p>14 'cause I can't remember exactly who spoke and said what</p> <p>15 words. But the opinion at that time given to the MEC</p> <p>16 that -- that this was the way -- this was the best</p> <p>17 advice. This was the way to proceed.</p> <p>18 Q Did Mr. Warner say that the likelihood</p> <p>19 was that the 1113 motion would be denied on April 1st</p> <p>20 or 2nd when you were at the MEC meeting?</p> <p>21 A I can't say if it was Mr. Warner who</p> <p>22 spoke, 'cause I can only say I have a picture of this.</p> <p>23 There was a room full of ALPA advisors. I can't say</p> <p>24 who was doing the talking.</p> <p>25 Q You don't remember whether Mr. Warner</p>	<p style="text-align: right;">Page 76</p> <p>1 the person who did speak most was Bob Christy.</p> <p>2 Q Do you remember Richard Seltzer speaking</p> <p>3 at that meeting?</p> <p>4 A I remember him being present. I do not</p> <p>5 remember conversations from Richard Seltzer or any</p> <p>6 individual.</p> <p>7 Q Do you remember Mr. Seltzer saying that</p> <p>8 it was highly likely that the 1113 motion would be</p> <p>9 denied?</p> <p>10 A I do not.</p> <p>11 Q Remember Mr. Tumblin saying that?</p> <p>12 A No, I do not.</p> <p>13 Q Do you specifically remember the</p> <p>14 statements of any of the people who were talking on</p> <p>15 April 1st and 2nd, the advisors?</p> <p>16 A I remember no specific person engaging in</p> <p>17 any specific statement. I just remember that the ALPA</p> <p>18 advisors, surprisingly, were there, and it was their</p> <p>19 general advice to the MEC, or -- they gave general</p> <p>20 advice to the MEC which precipitated eventually, before</p> <p>21 that meeting ended, of a vote.</p> <p>22 Q And the advice was in favor of the</p> <p>23 resolution?</p> <p>24 A That is correct.</p> <p>25 Q And the resolution was adopted?</p>

Page 77	Page 79
<p>1 A And the -- yes, that is correct.</p> <p>2 Q And you cast some of your votes in favor</p> <p>3 of the resolution?</p> <p>4 A I did.</p> <p>5 Q All right. Exhibit 35; do you still have</p> <p>6 that?</p> <p>7 A 35?</p> <p>8 Q That's the April 10th letter, yeah.</p> <p>9 A Yes.</p> <p>10 Q It says right below the sentence I was</p> <p>11 asking about before, "The only disagreement among the</p> <p>12 advisors came from Roland Wilder."</p> <p>13 Isn't it the case that Mr. Wilder's</p> <p>14 disagreement was with the timing of the adoption of the</p> <p>15 resolution rather than whether the resolution should be</p> <p>16 passed at all?</p> <p>17 A I am not -- I believe that was one of his</p> <p>18 disagreements.</p> <p>19 Q That you could wait a couple days more;</p> <p>20 is that right?</p> <p>21 A I believe that's correct. I believe that</p> <p>22 was one of his disagreements.</p> <p>23 Q And what else did he disagree about?</p> <p>24 A As previously stated, I -- it's difficult</p> <p>25 to say, because of the time frame. I believe Roland</p>	<p>1 at this MEC meeting by the advisors of the difficult</p> <p>2 issue of union representation, whether that would be</p> <p>3 retained or lost?</p> <p>4 A There was a discussion about that.</p> <p>5 Q And do you remember what was said?</p> <p>6 A To the best of my recollection, there was</p> <p>7 a discussion about who would be representing the TWA</p> <p>8 pilots. There was also further -- that was the -- that</p> <p>9 was their -- was that discussion, yes.</p> <p>10 Q Didn't some legal expert or lawyer who</p> <p>11 was there say that if the motion were granted, the TWA</p> <p>12 pilots' collective bargaining agreement would be</p> <p>13 invalidated, rejected, or words to that effect?</p> <p>14 A Or words to that effect, correct.</p> <p>15 Q And did another person there also say</p> <p>16 that it was possible that in that process TWA, LLC</p> <p>17 would refuse to continue recognizing ALPA as the</p> <p>18 bargaining representative of the former TWA pilots?</p> <p>19 A I'm not sure of the exact verbiage, but</p> <p>20 there was a statement close to that effect that was</p> <p>21 made.</p> <p>22 Q And didn't the same person say that this</p> <p>23 was an open issue?</p> <p>24 A I can't recall his exact words, Mr. Katz.</p> <p>25 Q On page three of the April 10th letter,</p>
Page 78	Page 80
<p>1 Wilder was not in favor or in agreement with his fellow</p> <p>2 advisors that day.</p> <p>3 My position is -- my opinion that Mr.</p> <p>4 Wilder really wished to say something else, but for</p> <p>5 some reason chose to stay silent.</p> <p>6 Q Did he tell you that he was instructed to</p> <p>7 remain silent?</p> <p>8 A He did not tell me he was instructed to</p> <p>9 stay silent.</p> <p>10 Q Did you have any evidence that would</p> <p>11 suggest that he was instructed to remain silent?</p> <p>12 A I have no evidence per se.</p> <p>13 Q Do you have any evidence to indicate that</p> <p>14 he was -- well, let me strike that.</p> <p>15 The next paragraph of your letter talks</p> <p>16 about the question of whether there would be an</p> <p>17 interruption of ALPA's ability to continue representing</p> <p>18 the TWA, LLC pilots if the 1113 motion were granted.</p> <p>19 Have you read that paragraph?</p> <p>20 A The one that starts, "Given this one</p> <p>21 scenario"? Is that where you're at?</p> <p>22 Q I was at the one -- well, both that and</p> <p>23 the one before it go together.</p> <p>24 A Okay.</p> <p>25 Q So was there a discussion that you recall</p>	<p>1 Exhibit 35, there's a list of the implications of</p> <p>2 making an agreement, right?</p> <p>3 A I see highlighted "Pay, Job Protection;"</p> <p>4 is that what you're referring to?</p> <p>5 Q Yeah. What are those?</p> <p>6 A These are different parts of the</p> <p>7 collective bargaining agreement.</p> <p>8 Q When the resolution was adopted, didn't</p> <p>9 ALPA, on behalf of the TWA pilots, enter into a</p> <p>10 modified collective bargaining agreement that was going</p> <p>11 to govern the pilots under the TWA, LLC regime?</p> <p>12 A That would be a correct statement.</p> <p>13 Q And didn't that involve a pay increase?</p> <p>14 MR. PRESS: I object to the form of the</p> <p>15 question.</p> <p>16 BY MR. KATZ:</p> <p>17 Q You can answer it. Look at the top item</p> <p>18 on page three.</p> <p>19 A I'm reading the top item. The reason</p> <p>20 I'm -- there's a hesitation, because there was -- that</p> <p>21 is written here, it says that there was a pay increase.</p> <p>22 But I remember there was also even a grievance filed</p> <p>23 about that. There was some issue about that that came</p> <p>24 about, but that's what this document says. It</p> <p>25 references a pay increase on 9/1/01. To my</p>

<p style="text-align: right;">Page 177</p> <p>1 integration Supplement CC was not in effect?</p> <p>2 A That would be a true statement.</p> <p>3 Q Okay. Let me just take a two-minute</p> <p>4 break to consult with my co-counsel.</p> <p>5 (Short recess was held.)</p> <p>6 BY MR. KATZ:</p> <p>7 Q We're done. No more questions.</p> <p>8 MR. PRESS: I've got a few things I'd like</p> <p>9 to follow-up on, because I don't think the record is</p> <p>10 correct.</p> <p>11 MR. KATZ: Well, I'm not going to continue</p> <p>12 the deposition. The deposition is over.</p> <p>13 MR. PRESS: Well, I have a right to ask</p> <p>14 questions. I'm a party here.</p> <p>15 MR. KATZ: I'm not going to pay for a</p> <p>16 transcript for you to ask your own client questions on</p> <p>17 the record. If you want to put something in the</p> <p>18 record, you can submit a declaration.</p> <p>19 MR. PRESS: We're going to make a record</p> <p>20 now while we're all here. Take five minutes.</p> <p>21 MR. KATZ: I'm not interested in it.</p> <p>22 MR. PRESS: Dan, I don't think you have a</p> <p>23 choice in the matter. Any party that appears at a</p> <p>24 deposition has a right to ask questions. We're here,</p> <p>25 and I want the record to be clear and not be misleading</p>	<p style="text-align: right;">Page 179</p> <p>1 MEC a substantial amount, and we were dissatisfied with</p> <p>2 the outcome, you know. So his advice to me was not</p> <p>3 satisfactory.</p> <p>4 Q Okay. Same question as to Mr. Glanzer,</p> <p>5 Michael Glanzer. You were asked as to the competency</p> <p>6 of his work on behalf of MEC. Do you have any</p> <p>7 criticisms of his work?</p> <p>8 A Have a similar answer. We were not</p> <p>9 satisfied in whole with -- at the end in how the</p> <p>10 results turned out; therefore, we were not satisfied --</p> <p>11 or at least the body was not satisfied conclusively</p> <p>12 with the advice that he was giving. Or, again, in a</p> <p>13 finality in the advice that he ended up giving to the</p> <p>14 MEC.</p> <p>15 Q Okay. That's it.</p> <p>16 MR. KATZ: The deposition is over now.</p> <p>17 - - -</p>
<p style="text-align: right;">Page 178</p> <p>1 in any way. If you want a misleading transcript,</p> <p>2 that's your problem. But this will take two minutes,</p> <p>3 really.</p> <p>4 MR. KATZ: I'll give you two minutes. Go</p> <p>5 ahead.</p> <p>6 BY MR. PRESS:</p> <p>7 Q Okay. You were asked some questions</p> <p>8 about a conversation with Bob Pastore concerning the</p> <p>9 announcement of the deal with American. You timed that</p> <p>10 conversation around the Christmas break.</p> <p>11 Having reflected on your answer, do you</p> <p>12 know for a fact, sitting here, that that conversation</p> <p>13 was with Bob Pastore?</p> <p>14 A I do not know for a fact it was with Bob</p> <p>15 Pastore. It could very well have been another entity.</p> <p>16 Q Sitting here today do you know who the</p> <p>17 conversation was with?</p> <p>18 A No, I do not.</p> <p>19 Q All right. You were asked some questions</p> <p>20 as to the competency of Steve Tumblin's legal advice to</p> <p>21 the MEC.</p> <p>22 Sitting here today, do you have any</p> <p>23 criticisms of his work?</p> <p>24 A My criticisms would stem from the</p> <p>25 resulting -- I know he billed the association and the</p>	<p style="text-align: right;">Page 180</p> <p>1 C E R T I F I C A T I O N</p> <p>2 STATE OF NEW JERSEY</p> <p>3 COUNTY OF BURLINGTON</p> <p>4 I, Cindy Pineiro, a Certified Shorthand</p> <p>5 Reporter and Notary Public of the State of New</p> <p>6 Jersey, do hereby certify that I reported the</p> <p>7 deposition in the above-captioned matter; that</p> <p>8 the said witness was duly sworn by me; that the</p> <p>9 reading and signing of the deposition were</p> <p>10 waived by said witness and by counsel for the</p> <p>11 respective parties; that the foregoing is a true</p> <p>12 and correct transcript of the stenographic notes</p> <p>13 of testimony taken by me in the above-captioned</p> <p>14 matter.</p> <p>15 I further certify that I am not an</p> <p>16 attorney or counsel for any of the parties, nor</p> <p>17 a relative or employee of any attorney or</p> <p>18 counsel connected with the action, nor</p> <p>19 financially interested in the action.</p> <p>20 </p> <p>21 Cindy Pineiro, CSR #X1001815</p> <p>22 Notary Public # 2327620 Expires 4/14/10</p> <p>23 Dated: September 19, 2006</p> <p>24</p> <p>25</p>

# Exhibit D

COPY

IN THE MATTER OF:

*Baptiste & Wilder, P.C.*  
vs.  
*Trans World Airlines, LLC, et al.*

Cause No. 04CC-004764

*Deposition of Roland P. Wilder, Jr.*  
*11/7/2006*

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In the Circuit Court of the County of St. Louis  
State of Missouri

BAPTISTE & WILDER, P.C.,  
Plaintiff,

vs.

Cause No. 04CC-004764

Division 19

TRANS WORLD AIRLINES, LLC, et al.,  
Defendants.

DEPOSITION OF ROLAND P. WILDER, JR., produced, sworn and  
examined on behalf of the Defendants, on the 7th day of  
November 2006, at the Law Offices of Murphy Wasinger, LC,  
1401 South Brentwood Boulevard, in the County of St.  
Louis, State of Missouri, before Vanessa L. Hertich, a  
Certified Court Reporter and Notary Public within and for  
the State of Missouri.

1 APPEARANCES OF COUNSEL:

2  
3 FOR THE PLAINTIFF:

4 James S. Cole

5 Murphy Wasinger, LC

6 Attorneys at Law

7 1401 South Brentwood Boulevard - Suite 550

8 St. Louis, Missouri 63144

9  
10 FOR THE DEFENDANTS:

11 Allen P. Press

12 Green, Jacobson & Butsch, P.C.

13 Attorneys at Law

14 7733 Forsyth Boulevard - Suite 700

15 Clayton, Missouri 63376

16  
17 THE VIDEOGRAPHER: John Gore

1 going to get behind this?

2 MR. COLE: Object to the question as calling for  
3 speculation. Go ahead and answer if you can.

4 A: Get behind what?

5 Q: (By Mr. Press) The filing of the lawsuit. Did  
6 you have a feeling that it would ever be authorized?

7 MR. COLE: Object on the same ground.

8 A: My -- My feeling was at the meeting on April 1st  
9 that I was the one person who was recommending this  
10 course of action. I received no encouragement from  
11 anyone on the MEC, on the Merger Committee, ALPA's  
12 advisors, or anybody in the room.

13 Q: Did you speak with any of the MEC members, you  
14 know, privately before they voted, at which they told you  
15 anything about their thought process?

16 A: No.

17 Q: All right.

18 A: The reason for that is that I had a commitment  
19 for another client in another city and I, therefore, left  
20 after the meeting. I did not learn about the vote on  
21 April 2 until I called up the MEC the following day.

22 Q: Did anybody at ALPA ever tell you they would  
23 authorize the filing of the lawsuit if the MEC directs  
24 such action?

25 A: No.

## C E R T I F I C A T E

STATE OF MISSOURI

SS

COUNTY OF ST. CHARLES

I, Vanessa L. Hertich, Certified Court Reporter  
and Notary Public within and for the State of Missouri,  
do hereby certify that pursuant to Notice at the Offices  
of Murphy Washinger, LC, 1401 South Brentwood Boulevard,  
St. Louis, Missouri,

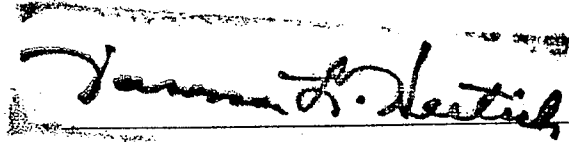
ROLAND P. WILDER, JR.

came before me, was by me duly sworn to testify the whole  
truth of his knowledge of the matters in controversy  
aforesaid, was examined and his examination then written  
in stenotype by me and afterwards typed, under my  
supervision, signature of the witness being expressly not  
waived by consent of counsel and the witness, as  
hereinbefore set out, in the day and in that behalf  
aforesaid, and said deposition is herewith returned.

I further certify that I am not counsel,  
attorney or relative of either party, or clerk or  
stenographer of either party, or of the attorney of  
either party, or otherwise interested in the event of  
this suit.

1 GIVEN under my hand and notarial seal at St.  
2 Louis, Missouri, on this 9th day of November 2006.

3 My Notary Commission expires July 22, 2008.

4  
5   
6

7 Vanessa L. Hertich

8 Notary Public in and for the  
9 State of Missouri.

# Exhibit E

**In The Matter Of:**

*Bensel v.  
Air Line Pilots Association*

---

*ROLAND P. WILDER, JR.*

*Vol. 1*

*August 8, 2008*

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ROLAND P. WILDER, JR. - Vol. 1  
August 8, 2008

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<p>1 (INDEX continued.)</p> <p>2 INDEX</p> <p>3 Deposition of ROLAND P. WILDER, JR.</p> <p>4 August 8, 2008</p> <p>5</p> <p>6 EXHIBIT NUMBER: MARKED</p> <p>7 129 An E-mail 142</p> <p>8 130 A Memo 143</p> <p>9 131 A Memo dated August 16th, 2001 147</p> <p>10 132 A Draft Letter dated August 16, 2001 154</p> <p>11 133 A Draft of a Complaint 165</p> <p>12 134 A Draft of a Lawsuit 167</p> <p>13 135 A Letter dated October 31, 2001 179</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>1 Will the court reporter, please, swear in</p> <p>2 the Witness.</p> <p>3 PROCEEDINGS</p> <p>4 Whereupon,</p> <p>5 ROLAND P. WILDER, JR.,</p> <p>6 called as a witness, having been first duly sworn to</p> <p>7 tell the truth, the whole truth and nothing but the</p> <p>8 truth, was examined and testified as follows:</p> <p>9 EXAMINATION</p> <p>10 BY MR. PRESS:</p> <p>11 Q Mr. Wilder, can you state your name for the</p> <p>12 record?</p> <p>13 A Yes. It's Roland P. Wilder, Jr.</p> <p>14 Q And you, sir, are a lawyer?</p> <p>15 A Correct.</p> <p>16 Q And you specialize in the area of labor</p> <p>17 law?</p> <p>18 A Correct.</p> <p>19 Q And, of course, we're here today to take</p> <p>20 your deposition in the TWA pilots case against ALPA.</p> <p>21 You understand that, correct?</p> <p>22 A I do.</p> <p>23 Q And we appreciate you being here and your</p> <p>24 cooperation in sitting for this deposition. We'll do</p>
Page 6	Page 8
<p>1 THE VIDEOGRAPHER: This is the beginning of</p> <p>2 the videotaped deposition of Roland Wilder. The time</p> <p>3 is now 9:36:15 on August 8th, 2008.</p> <p>4 This deposition is being conducted at the</p> <p>5 offices of Baptiste &amp; Wilder located at 1150</p> <p>6 Connecticut Avenue, N.W., Suite 500, Washington, D.C.</p> <p>7 20036.</p> <p>8 This deposition is being taken pursuant to</p> <p>9 notice by the Plaintiff in civil action number 02-2917,</p> <p>10 entitled, Leroy "Bud Bensel", et al., versus Air Line</p> <p>11 Pilots Association, in the United States District Court</p> <p>12 for the District of New Jersey.</p> <p>13 I will now ask counsel to please identify</p> <p>14 themselves and indicate which party they represent.</p> <p>15 MR. PRESS: Allen Press is here for the</p> <p>16 Plaintiffs.</p> <p>17 MS. ACCHIONE: Nicole Acchione is also here</p> <p>18 for the Plaintiffs.</p> <p>19 MR. KATZ: For Defendant, Air Line Pilots</p> <p>20 Association, Daniel Katz of the Washington, D.C. law</p> <p>21 firm Katz &amp; Ranzman.</p> <p>22 THE VIDEOGRAPHER: The video technician</p> <p>23 today is Bill Foster. The court reporter today is</p> <p>24 Steven Poulakos of Reporting Associates.</p>	<p>1 as best as we can to move this along as quickly and</p> <p>2 orderly as possible. If you need a break, let us know.</p> <p>3 If you need to attend to a phone call, let us know that</p> <p>4 too.</p> <p>5 If I ask you answer a question, sir, that</p> <p>6 you don't understand, please, say so and I will ask a</p> <p>7 better question. Okay?</p> <p>8 A I will.</p> <p>9 Q Mr. Wilder, you mentioned you are a labor</p> <p>10 lawyer. Your connection to this lawsuit, of course, is</p> <p>11 that you were the merger counsel for the TWA master</p> <p>12 executive counsel and merger committee.</p> <p>13 A That's correct.</p> <p>14 Q All right. And you understand you are</p> <p>15 testifying under oath today?</p> <p>16 A I do.</p> <p>17 Q And do you recall back in November '06 you</p> <p>18 gave a deposition in a related matter and you testified</p> <p>19 under oath then too, correct?</p> <p>20 A I did.</p> <p>21 Q And -- and then shortly thereafter you</p> <p>22 testified in a hearing in front of a judge under oath</p> <p>23 again, correct?</p> <p>24 A Correct.</p>

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<p style="text-align: right;">Page 9</p> <p>1 Q All right. Have you had an opportunity in 2 preparing -- I shouldn't say that. 3 In preparation for today did you review any 4 of your prior testimony? 5 A Yes. I reviewed my deposition and I went 6 over briefly the Court testimony that I gave. 7 Q Okay. And in reviewing that did you find 8 anything that was glaringly incorrect or something that 9 you read and said, boy, that was wrong, I need to 10 change that? 11 A There was an inconsistency between the 12 Court testimony and the deposition in terms of when 13 certain meetings took place on or about April 1st and 14 2nd. The correct dates were set forth in the Court 15 testimony. 16 Q I know precisely what you are referring to. 17 When you testified in your deposition, you testified 18 you attended an MEC meeting with the ALPA advisors on 19 April 1 and at Court you testified it was April 2. 20 A That's correct. 21 Q And the accurate testimony was that 22 provided in Court? 23 A Correct. 24 Q But in making that misstatement of one day</p>	<p style="text-align: right;">Page 11</p> <p>1 Tennessee? 2 A Correct. 3 Q Okay. And, sir, did you graduate with any 4 honors from law school? 5 A I was a managing editor of the law review. 6 Q Okay. And with respect to people that 7 didn't go to law school can you tell them what that 8 means as far as your class rank to have achieved that 9 status? 10 A Positions in the law review are based on 11 class rank. And, therefore, I was the second ranking 12 position on the law review and my rank was quite high 13 within the class. 14 Q Very good. 15 Then after law school did you go to work 16 immediately in the field of law in some capacity? 17 A Yes. I was recruited for an honors program 18 at the U.S. Department of Labor to join the Division of 19 Labor Relations and Civil Rights, United States 20 Department of Labor in the office of the solicitor. 21 Q So this is in 1966 in the heart of the 22 civil rights movement. 23 A Just after the 1964 statute had passed, 24 yes.</p>
<p style="text-align: right;">Page 10</p> <p>1 you weren't trying to mislead anybody; you just missed 2 the date? 3 A That's correct. 4 Q And, Mr. Wilder, other than that slight 5 inconsistency, did you find anything else in your 6 testimony that was wrong? 7 A Certainly not dramatically wrong. There 8 were some typographical errors by the court reporter in 9 the deposition that I believe I corrected, but my 10 version did not contain a formal correction. It 11 contained handwritten notes of the correction. 12 Q And other than that, you are satisfied that 13 the substance of your testimony was accurate then? 14 A I am. 15 Q Okay. I want to go into some depth about 16 your background -- 17 A Yes. 18 Q -- because I think it's important. 19 You are a lawyer. When did you graduate 20 from law school, Mr. Wilder? 21 A 1966. 22 Q And what law school was that? 23 A Vanderbilt Law School. 24 Q Did you -- and that's in Nashville,</p>	<p style="text-align: right;">Page 12</p> <p>1 Q Okay. And what did you do for the U.S. 2 Department of Labor? 3 A I advised a program known as the Office of 4 Federal Contract Compliance. This was an executive 5 order program that imposed equal opportunity standards 6 on government contractors and subcontractors. 7 Q Okay. And how long did you have that job, 8 sir? 9 A There were several jobs. I progressed to a 10 management capacity, counsel of civil rights. And I 11 left that position in November or December rather of 12 1971. 13 Q All right. Then what was your job? Where 14 did you go to work then? 15 A But during that period I was also assigned 16 to the civil division of the U.S. Department of Justice 17 to represent the United States in the contempt phase of 18 United States versus Florida East Coast Railway. 19 Q Okay. Was that your first I guess 20 introduction to labor and employment related issues 21 outside the civil rights arena? 22 A I did a dissertation on labor and 23 employment for my JD. 24 Q Okay.</p>

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<p style="text-align: right;">Page 201</p> <p>1 MR. PRESS: Object to the form of the 2 question. 3 THE WITNESS: There was -- there is no 4 question that there was a disagreement among 5 professionals concerning what should be done at this 6 point. And it was based on the legal merits of the 7 situation and the perception of those involved on what 8 would do the trick. 9 BY MR. KATZ: 10 Q Did you think it was an honest disagreement 11 on April 2nd? 12 MR. PRESS: Object to the form of the 13 question. 14 THE WITNESS: I -- I have no reason to 15 believe it was anything other than that. But it was -- 16 as you know in this field we get behind our theoretical 17 discussions and they get insistent on occasion. 18 BY MR. KATZ: 19 Q Mr. Press has referred to these people, the 20 other professionals who were there that day, I think 21 there were eight of them, as ALPA advisors. 22 Are you aware of the fact that Steve 23 Tumblin had in fact been advising the TWA MEC for many 24 years before that?</p>	<p style="text-align: right;">Page 203</p> <p>1 draft complaint? 2 A Yes. This is the draft complaint? 3 Q Right. Take a look at page 7, Mr. Wilder, 4 paragraph 26. 5 A Yes. 6 Q And it says there: On March 27, 2001 7 American Airlines' chief pilot Bob Kudwa, K-U-D-W-A, 8 wrote to Captain John Darrah, D-A-R-R-A-H, president of 9 the APA, and informed him that American was preventing 10 the APA to determine how the TWA pilots would be 11 integrated into American's operation -- 12 A Yes. 13 Q -- et cetera. 14 That's -- the allegations in that paragraph 15 are what you are referring to in your most recent 16 answers? 17 A Yes. I told the MEC about this 18 communication. 19 Q And so they were aware of that on April 2nd 20 when they entered into their deliberations if they were 21 listening to you? 22 A I -- I believe they understood what I was 23 saying. 24 Q And the quote at the bottom of the</p>
<p style="text-align: right;">Page 202</p> <p>1 A I think -- yes. I think that he had 2 appeared in TWA matters before that. Whether he was 3 retained by the MEC or whether he was retained by ALPA 4 I'm not entire sure. 5 Q And Michael Glanzer, he had been advising 6 the MEC on financial matters and investment banking 7 matters prior to the time you were retained as merger 8 counsel in January of 2001; isn't that true? 9 A I'm not sure again who Mr. Glanzer was 10 representing directly. For investment advisors that is 11 not too important. They're advising on the 12 transaction. But it could have been. I just don't 13 know. 14 Q Did you advise the TWA MEC on April 2nd, 15 2001 that American management had told the American 16 pilots that APA would control the seniority integration 17 if the TWA MEC waived its scope provisions? 18 A I advised the TWA MEC that the chief pilot 19 of American had made a representation to that effect to 20 the president of the American pilots that the American 21 pilots would control the seniority integration. 22 Q And did you -- well, let me just ask you 23 since we have a document that relates to that. 24 Exhibit 134, this is the October 22 version of that</p>	<p style="text-align: right;">Page 204</p> <p>1 paragraph is that Mr. Kudwa wrote to Captain Darrah our 2 deal leaves APA to determine the basis for seniority 3 integration. 4 A I don't know that I quoted that in so many 5 words. I do know that I referred to the March 27, 2001 6 communication from Kudwa to Darrah. 7 Q Okay. And in your discussions with the TWA 8 MEC on April 2 did you give them any advice about what 9 their litigation options would be if they determined 10 that they should waive their LPPs, their labor 11 protective provisions? 12 A Yes. 13 Q What was it that you said, Mr. Wilder? 14 A I indicated that once the scope provision 15 was gone that the -- were very limited litigation 16 opportunities for the TWA pilots after that point. I 17 was asked that by Captain Young. 18 Q Sally Young? 19 A Yes. 20 Q And do you remember exactly what you said? 21 A I do not remember the exact words, but I 22 tried to make it -- make it as clearly as I could that 23 the best litigation alternative for the TWA pilots was 24 the one that I was recommending at that point.</p>

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1 Q And in September of 1983 Continental  
2 rejected its collective bargaining agreements, didn't  
3 they?  
4 A That's correct under the old provisions of  
5 the code.  
6 Q And the rejection doctrine was well  
7 established in bankruptcy law in commercial contracts?  
8 A Yes.  
9 Q And when you reject a commercial contract,  
10 the contract -- the debtor in possession nullifies that  
11 contract, doesn't it?  
12 A Which did rise to a bankruptcy claim --  
13 Q Right.  
14 A -- in favor of the creditor, yes.  
15 Q In the Continental bankruptcy, isn't it  
16 true that the company treated the Continental employees  
17 very differently after the rejection of their  
18 collective bargaining contracts?  
19 A Of course.  
20 Q It cut their pay in half?  
21 A (Inaudible response.)  
22 Q It abrogated their -- their -- their  
23 grievance arbitration provision?  
24 A Yes.

1 CERTIFICATE OF DEPONENT  
2  
3 I hereby certify that I have read and  
4 examined the foregoing transcript, and the same is a  
5 true and accurate record of the testimony given by me.  
6  
7 Any additions or corrections that I feel  
8 are necessary, I will attach on a separate sheet of  
9 paper to the original transcript.  
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ROLAND P. WILDER, JR.

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1 Q And it discontinued recognizing the unions  
2 that had been the collective bargaining representatives  
3 for those employees?  
4 A That's correct.  
5 MR. KATZ: Thank you, Mr. Wilder.  
6 MR. PRESS: Nothing further.  
7 THE VIDEOGRAPHER: The deposition concludes  
8 at 3:35:52.  
9 (Reading and signature not waived.)  
10 (Whereupon, at 3:35 p.m., deposition was  
11 adjourned.)  
12  
13  
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23  
24

1 District of Columbia,  
2 To wit:  
3  
4 I, Steven Poulakos, a Notary Public of  
5 the State of Maryland, do hereby certify that the  
6 within-named witness, personally appeared before me  
7 at the time and place herein set out, and after having  
8 been duly sworn by me, according to law, was examined  
9 by counsel.  
10 I further certify that the examination was  
11 recorded stenographically by me and this transcript  
12 is a true record of the proceedings.  
13 I further certify that I am not of counsel  
14 to any of the parties, nor in any way interested in  
15 the outcome of this action.  
16 As witness my hand and notarial seal this  
17 25th day of August, 2008.  
18  
19 \_\_\_\_\_  
20 Steven Poulakos  
21 Notary Public  
22  
23 My commission expires:  
24 June 17, 2009

# Exhibit F



**COPY**

**In The Matter Of:**

*LEROY BENSEL, ET AL. v.  
ALLIED PILOTS ASSOCIATION, ET AL.*

---

*ROLAND WILDER*

*April 21, 2011*

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*John H. Simpson*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE

-----X  
LEROY "BUD" BENSEL, ET AL., :  
:  
Plaintiffs, :  
:  
v. : Civil Action  
: No. 02-2917 (JEI)  
ALLIED PILOTS ASSOCIATION, :  
ET AL., :  
:  
Defendants. :  
-----X

Washington, D.C.

Monday, March 21, 2011

Videotape Deposition of:

ROLAND WILDER

called for examination by counsel for Defendant Air Line Pilots Association, International, pursuant to notice, commencing at 2:00 p.m., at Baptiste & Wilder, P.C., 1150 Connecticut Avenue, N.W., Suite 500, Washington, D.C., before Delores M. Green, a Court Reporter and Notary Public in and for the District of Columbia, when were present on behalf of the respective parties:

1 not attend any meeting on April 2?

2 A. That's correct. I was in Louisville.

3 Q. All right. So when you testified in your  
4 deposition in this case on August the 8th of 2008 that  
5 you had attended a meeting on April the 2nd, you were  
6 mistaking in that testimony?

7 A. I was referring to the meeting that actually  
8 took place on April 1. Yes.

9 Q. How confident are you that you were not  
10 present at a meeting of the TWA-MEC on Monday, April  
11 the 2nd of 2001?

12 A. Now I am confident that I was not there on  
13 April 2, because I learned of the vote on April 2 by  
14 telephone. And I learned as a result of this  
15 proceeding that the vote was taken on April 2, not in  
16 April 1.

17 Q. If you had to give a percentage in terms of  
18 how certain you are that you were not present for a  
19 meeting of the MEC on April 2, with 100 percent being  
20 the most certain, what percentage would you give for  
21 how certain you are that you were not present at any  
22 meeting of the TWA-MEC on April 2 of 2001?

1           A.     I would say that I am 100 percent certain  
2 because that is confirmed by the written record and  
3 the -- my handwritten notes which were taken at the  
4 time on April 2. That is what I have the most  
5 confidence in, frankly.

6           Q.     Are you aware that Captain Sally Young has  
7 testified in a deposition in this proceeding that you  
8 were present at the meeting of the MEC on April 2 of  
9 2001 and that you got into a screaming match with  
10 Michael Glanzer at that time?

11          A.     I'm not aware of that, no.

12          Q.     Okay. Is that testimony by Captain Young,  
13 as I represented it, is that testimony accurate or  
14 inaccurate?

15               MR. PRESS: I object to the form of the  
16 question.

17               THE WITNESS: The -- Mr. -- as I recall,  
18 Mr. Glanzer spoke on April 1 forcefully and I spoke on  
19 April 1 for merely an hour. I spoke longer, I  
20 believe, than anybody else at that meeting. And we  
21 had different views of what should be done, yes. Was  
22 I screaming at Mr. Glanzer, I don't believe so.

## 1 CERTIFICATE OF NOTARY PUBLIC

2  
3 I, DELORES M. GREEN, a Notary Public in and  
4 for the District of Columbia, before whom the  
5 foregoing deposition was taken, do hereby certify that  
6 the witness whose testimony appears in the foregoing  
7 pages was duly sworn by me; that the testimony of said  
8 witness was taken by me in shorthand at the time and  
9 place mentioned in the caption hereof and thereafter  
10 reduced to typewriting under my supervision; that said  
11 deposition is a true record of the testimony given by  
12 said witness; that I am neither counsel for, related  
13 to, nor employed by any of the parties to the action  
14 in which this deposition is taken; and, further, that  
15 I am not a relative or employee of any attorney or  
16 counsel employed by the parties thereto, nor  
17 financially or otherwise interested in the outcome of  
18 this action.

19  
20 Delores M. Green  
21 Notary Public in and for  
22 THE DISTRICT OF COLUMBIA

My commission expires:

# Exhibit G

Page 1	Page 3																												
<p>IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY CAMDEN VICINAGE</p> <p>---</p> <p>LEROY "BUD" BENSEL, et al. :</p> <p>Plaintiffs, :</p> <p>v. : Civil Action No.</p> <p>: 02-2917-JEI</p> <p>ALLIED PILOTS ASSOCIATES, : AIRLINE PILOTS ASSOCIATIONS, : INT'L. AMERICAN AIRLINES, INC.: and TWA, LLC, :</p> <p>Defendants. :</p> <p>---</p> <p>Oral videotaped deposition of ALAN ALTMAN, held at the Offices of Sousa Court Reporters, 1013 Garces Avenue, Las Vegas, Nevada, on Thursday, April 28, 2011, commencing at 8:26 a.m., taken by and before Lisa C. Puettmann-Hawton, Certified Court Reporter.</p> <p>---</p> <p>SUMMIT COURT REPORTING, INC. Certified Court Reporters and Videographers 1500 Walnut Street, Suite 1610 Philadelphia, Pennsylvania 19102 424 Fleming Pike, Hammonton, New Jersey 08037 (215) 985-2400 * (609) 567-3315 * (800) 447-8648 www.summitreporting.com</p>	<p>INDEX</p> <table border="1"> <thead> <tr> <th>WITNESS</th> <th>PAGE</th> </tr> </thead> <tbody> <tr> <td>ALAN ALTMAN</td> <td></td> </tr> <tr> <td>Mr. Katz</td> <td>5</td> </tr> </tbody> </table> <p>---</p> <p>EXHIBITS</p> <table border="1"> <thead> <tr> <th>Number</th> <th>Marked/Ref</th> </tr> </thead> <tbody> <tr> <td>ALTMAN 345</td> <td>Resume of Alan Altman 11</td> </tr> <tr> <td>ALTMAN 346</td> <td>Certification by the ALPA Election and Ballot Certification Board 15</td> </tr> <tr> <td>ALTMAN 347</td> <td>TWA Bankruptcy/AA Buyout Benefit Issues to be Addressed Updated as of 2/28/01 67</td> </tr> <tr> <td>ALTMAN 348</td> <td>Handwritten notes dated 2/28/01 68</td> </tr> <tr> <td>ALTMAN 349</td> <td>Handwritten notes 72</td> </tr> <tr> <td>ALTMAN 350</td> <td>Meeting with Company March 2, 2001 TWA Training Center (Joan Baker notes) 86</td> </tr> <tr> <td>ALTMAN 351</td> <td>Letter dated March 5, 2001 from TWA to Mr. Terry Hayes regarding ALPA Waiver Proposal 89</td> </tr> <tr> <td>ALTMAN 352</td> <td>Meeting with Company March 5, 2001 (Joan Baker notes) 100</td> </tr> <tr> <td>ALTMAN 353</td> <td>American Airlines letter dated March 6, 2001 to Mr. William Compton 103</td> </tr> <tr> <td>ALTMAN 354</td> <td>Meeting with Company March 6, 2001 - B. Lance's Notes 108</td> </tr> </tbody> </table>	WITNESS	PAGE	ALAN ALTMAN		Mr. Katz	5	Number	Marked/Ref	ALTMAN 345	Resume of Alan Altman 11	ALTMAN 346	Certification by the ALPA Election and Ballot Certification Board 15	ALTMAN 347	TWA Bankruptcy/AA Buyout Benefit Issues to be Addressed Updated as of 2/28/01 67	ALTMAN 348	Handwritten notes dated 2/28/01 68	ALTMAN 349	Handwritten notes 72	ALTMAN 350	Meeting with Company March 2, 2001 TWA Training Center (Joan Baker notes) 86	ALTMAN 351	Letter dated March 5, 2001 from TWA to Mr. Terry Hayes regarding ALPA Waiver Proposal 89	ALTMAN 352	Meeting with Company March 5, 2001 (Joan Baker notes) 100	ALTMAN 353	American Airlines letter dated March 6, 2001 to Mr. William Compton 103	ALTMAN 354	Meeting with Company March 6, 2001 - B. Lance's Notes 108
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<p>Page 2</p> <p>1 APPEARANCES: 2 GREEN JACOBSON &amp; BUTSCH, P.C. 3 BY: ALLEN P. PRESS, ESQUIRE 4 Pierre LaCiede Center 5 7733 Forsyth Boulevard 6 Suite 700 7 Clayton, Missouri 63105 8 (314) 862-6800 9 REPRESENTING THE PLAINTIFF</p> <p>10 KATZ &amp; RANZMAN, P.C. 11 BY: DANIEL M. KATZ, ESQUIRE 12 (Pro Hac Vice) 13 4530 Wisconsin Avenue, N.W. 14 Suite 250 15 Washington, DC 20016 16 (202) 659-4656 17 REPRESENTING THE DEFENDANTS</p> <p>18 GEOFFREY KLIMAS, SR. 19 LEGAL VIDEOGRAPHER</p> <p>20 Also Present Telephonically: 21 Steve Fram 22 Marta Wagner</p> <p>23 --- 24 25</p>	<p>Page 4</p> <p>EXHIBITS (Continued)</p> <table border="1"> <thead> <tr> <th>Number</th> <th>Marked/Ref</th> </tr> </thead> <tbody> <tr> <td>ALTMAN 355</td> <td>TWA's Revised Proposal for Changes to the TWA-ALPA Collective Bargaining Agreement dated March 8, 2001 118</td> </tr> <tr> <td>ALTMAN 356</td> <td>ALPA's Counter Proposal to TWA's Revised Proposal dated March 8, 2001 120</td> </tr> <tr> <td>ALTMAN 357</td> <td>Handwritten notes 127</td> </tr> <tr> <td>ALTMAN 358</td> <td>Agenda dated March 14, 2001 - Confidential 137</td> </tr> <tr> <td>ALTMAN 359</td> <td>ALPA Comprehensive Proposal dated March 15, 2001 139</td> </tr> <tr> <td>ALTMAN 360</td> <td>Meeting with Company dated March 15, 2001 (Joan Baker notes) 141</td> </tr> <tr> <td>ALTMAN 361</td> <td>Letter dated March 17, 2001 from TWA to Mr. Robert Pastore 145</td> </tr> <tr> <td>ALTMAN 362</td> <td>Letter dated March 26, 2001 from TWA to Captain Robert Pastore 150</td> </tr> <tr> <td>ALTMAN 363</td> <td>Letter dated March 27, 2001 to John from Bob Kudwa 152</td> </tr> <tr> <td>ALTMAN 364</td> <td>Proposed Talking Points dated March 28, 2001 154</td> </tr> <tr> <td>ALTMAN 365</td> <td>TWA Council 4 Meeting Notice and Council Minutes dated March 30, 2001 157</td> </tr> <tr> <td>ALTMAN 366</td> <td>Memorandum of Understanding for Changes to the TWA-ALPA Collective Bargaining Agreement dated March 31, 2001 184</td> </tr> </tbody> </table> <p>---</p>	Number	Marked/Ref	ALTMAN 355	TWA's Revised Proposal for Changes to the TWA-ALPA Collective Bargaining Agreement dated March 8, 2001 118	ALTMAN 356	ALPA's Counter Proposal to TWA's Revised Proposal dated March 8, 2001 120	ALTMAN 357	Handwritten notes 127	ALTMAN 358	Agenda dated March 14, 2001 - Confidential 137	ALTMAN 359	ALPA Comprehensive Proposal dated March 15, 2001 139	ALTMAN 360	Meeting with Company dated March 15, 2001 (Joan Baker notes) 141	ALTMAN 361	Letter dated March 17, 2001 from TWA to Mr. Robert Pastore 145	ALTMAN 362	Letter dated March 26, 2001 from TWA to Captain Robert Pastore 150	ALTMAN 363	Letter dated March 27, 2001 to John from Bob Kudwa 152	ALTMAN 364	Proposed Talking Points dated March 28, 2001 154	ALTMAN 365	TWA Council 4 Meeting Notice and Council Minutes dated March 30, 2001 157	ALTMAN 366	Memorandum of Understanding for Changes to the TWA-ALPA Collective Bargaining Agreement dated March 31, 2001 184		
Number	Marked/Ref																												
ALTMAN 355	TWA's Revised Proposal for Changes to the TWA-ALPA Collective Bargaining Agreement dated March 8, 2001 118																												
ALTMAN 356	ALPA's Counter Proposal to TWA's Revised Proposal dated March 8, 2001 120																												
ALTMAN 357	Handwritten notes 127																												
ALTMAN 358	Agenda dated March 14, 2001 - Confidential 137																												
ALTMAN 359	ALPA Comprehensive Proposal dated March 15, 2001 139																												
ALTMAN 360	Meeting with Company dated March 15, 2001 (Joan Baker notes) 141																												
ALTMAN 361	Letter dated March 17, 2001 from TWA to Mr. Robert Pastore 145																												
ALTMAN 362	Letter dated March 26, 2001 from TWA to Captain Robert Pastore 150																												
ALTMAN 363	Letter dated March 27, 2001 to John from Bob Kudwa 152																												
ALTMAN 364	Proposed Talking Points dated March 28, 2001 154																												
ALTMAN 365	TWA Council 4 Meeting Notice and Council Minutes dated March 30, 2001 157																												
ALTMAN 366	Memorandum of Understanding for Changes to the TWA-ALPA Collective Bargaining Agreement dated March 31, 2001 184																												

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1 Q. It doesn't say that in the Resolution.

2 A. It doesn't say otherwise either. All it says is  
3 that do your best efforts and vigorously pursue the  
4 protections.

5 In other words, if you go out there and get what  
6 you can, go out there and do your best for us and we  
7 always bring it back. It always goes back to the pilots  
8 or used to -- would go back to the pilots.

9 So all they're saying is, hey, guys we're  
10 supporting you, go forward. This is what we want to see  
11 and that's what we did. We went forward and we're going  
12 to try to get the best deal according to what the pilots  
13 wanted.

14 Q. Aren't the pilots saying don't take this to the  
15 Bankruptcy Judge and let him invalidate your contract?

16 A. It doesn't say that anywhere in there.

17 Q. You wouldn't have a contract if the Judge --

18 A. How do we know? How do we know the Judge is going  
19 to do that?

20 See, everyone is making these assumptions that  
21 this is what this says and this is what the Judge was  
22 going to do. And that's where I believe we started to  
23 get bad advice, because we don't know what was going to  
24 happen.

25 All it says here is vigorously pursue the

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1 protections, that is at all times current and future TWA  
2 pilots and retired pilots protected by Collective  
3 Bargaining. It doesn't say anything else. It just says  
4 vigorously pursue which we did and then we did exactly  
5 what the pilots told us to do, go out there and fight  
6 for us.

7 Q. In fact, you did what the pilots asked by voting  
8 in favor of the Agreement proposed March 31, the very  
9 next day, didn't you?

10 A. I don't remember. Show it to me.

11 Q. This is Exhibit D13, which is the April 2nd  
12 Resolution -- April 2nd compilation of actions from the  
13 MEC meeting.

14 It shows that you cast all 90 of your Council 4  
15 votes in favor of accepting the package of Agreements  
16 that had been proposed by management on March 31.

17 Isn't that correct?

18 A. That was a Resolution so I just took what the  
19 Resolution -- it wasn't very particular but that's what  
20 the pilots said on the Resolution, so you vote that way.  
21 We didn't stop fighting.

22 I mean, this doesn't mean anything. This is a  
23 Resolution.

24 Q. This Resolution was in accordance with the  
25 Resolution adopted by the Council 4 pilots on March 30,

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1 wasn't it?

2 A. Council 4, my guys, passed that Resolution. In  
3 fact, I don't know what the other bases did. I would  
4 like to know what the other bases did when they went on  
5 the road shows and see what the votes were or the  
6 Resolutions were.

7 Q. Do you know whether there were discussions about a  
8 Resolution at Council 2, for instance?

9 A. I don't remember. I'm sure there had to be. If  
10 we were holding a Resolution or meeting in LA, there had  
11 to be something going on at the other bases too.

12 Q. Do you remember whether there was a discussion  
13 like that and a Resolution from the St. Louis --

14 A. I don't know. I would have to see some notes.

15 Q. But you do remember this meeting on April 2, I  
16 take it.

17 A. April 2nd, I remember the meeting. That's when I  
18 lost my trust and my faith in our union.

19 Q. Well, you cast -- you and Pablo Lewin cast all 90  
20 of the votes that each of you have in favor of accepting  
21 the Agreement that was on the table; correct?

22 A. Uh-huh.

23 Q. And why don't you explain why you did that.

24 A. We went into this meeting on April 2nd, none of us  
25 were going to waive scope.

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1 Throughout the previous two months, we were going  
2 back and forth with these negotiations both on the  
3 Merger Committee level and on the negotiating level for  
4 Transition Agreement that there was a scope waiver.

5 And this meeting on April 2nd, all a sudden ALPA  
6 comes in saying you have to waive your scope now.  
7 That's it. You have to do it now immediately. You're  
8 going to be -- if you don't waive -- and literally, it  
9 was a panic mode.

10 Q. Let me cut you off there and take it in smaller  
11 bite size pieces.

12 What did Richard Seltzer say at the April 2nd  
13 meeting?

14 A. I don't recall who said what to us on an  
15 individual basis.

16 Q. Do you recall anything that Richard Seltzer said  
17 at the meeting.

18 A. No. I remember what was told to us.

19 Q. What did Richard Seltzer say to you in particular?

20 A. I don't remember. I know what was told to us by  
21 our advisors.

22 Q. I want to hear one by one. Do you remember  
23 anything that Richard Seltzer said on April 2nd?

24 A. You know what, they probably all said the same  
25 thing because they were all saying the same thing.

42 (Pages 165 to 168)

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1 Q. Do you remember anything Richard Seltzer said on  
2 April 2nd at the MEC meeting?  
3 A. No. Does he remember what I said at the meeting,  
4 probably not.  
5 I remember what was told to us.  
6 Q. Do you remember anything that Randy Babbitt said  
7 at the April 2 meeting?  
8 A. Yeah. I don't know why -- well, this is something  
9 that upset me. Why was Babbitt there? Why wasn't Duane  
10 Woerth there?  
11 This is a pretty important meeting and Duane was  
12 too busy to attend so he sent Randy Babbitt. I do  
13 remember that at that point, that was the explanation  
14 for why he was there.  
15 Q. Who gave you that explanation?  
16 A. It was Randy that said it. He said Duane is too  
17 busy to be here. He's got something else going on so he  
18 sent me because I'm the special advisor to the  
19 President.  
20 Q. What did Randy Babbitt say to the MEC about the  
21 Agreement that was proposed by management?  
22 A. It wasn't about the Agreement. It was talking  
23 about why we had to waive our scope and successorship  
24 that day.  
25 Q. What did Babbitt say?

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1 A. You had to waive your scope and successorship.  
2 Q. Was that his exact words?  
3 A. All of them said that. In fact, what was said --  
4 Q. I just asked you about Randy Babbitt. What did  
5 Randy Babbitt say?  
6 A. They all said the same thing. Every advisor --  
7 and I'm not going to quote them exactly because I don't  
8 remember the exact quote.  
9 Q. What did Steve Tumblin say?  
10 A. You have to waive your scope.  
11 Q. What did Michael Glanzer say?  
12 A. You have to waive your scope.  
13 Q. What did Clay Warner say?  
14 A. You have to waive your scope.  
15 Q. What did David Holtzman say?  
16 A. You have to waive your scope.  
17 Q. What did Bob Christy say?  
18 A. You have to waive your scope.  
19 Q. Are you quoting them?  
20 A. I'll tell you what was said. You have to waive  
21 your scope -- I will paraphrase. If you don't, that --  
22 the threats came real hard and heavy that you're going  
23 to --  
24 Q. Who are you quoting now?  
25 A. The ALPA advisors. Our advisors were in there

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1 telling us that we had to waive scope.  
2 Q. You're saying that there was a script that each of  
3 these people said the same thing?  
4 A. They were all on the same page because they  
5 obviously discussed this before.  
6 Q. Are you saying they each said the same thing?  
7 A. Yes, exactly the same thing.  
8 Q. So Tumblin, Glanzer, Babbitt, Holtzman, Christy,  
9 Roberts, Warner, Seltzer, every one of them said word  
10 for word the same thing?  
11 A. Yes, it was very frustrating.  
12 Q. What did Roland Wilder say on April 2nd?  
13 A. Roland did not want us to waive our scope.  
14 Q. What did he say?  
15 A. I don't remember what he said. I know he was  
16 against it.  
17 Q. Are you sure he was there on April 2nd?  
18 A. I don't remember exactly who was there on  
19 April 2nd.  
20 Actually, no, Roland I don't know if he was there  
21 or not. He was there with us on April 1st.  
22 Q. Would he have said on April 1st don't waive your  
23 scope?  
24 A. He did not want to waive scope. Roland had a plan  
25 of action.

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1 Roland had an entire plan of action.  
2 Q. Tell me what he said.  
3 A. He said don't waive scope, not hard to understand,  
4 don't waive your scope.  
5 That was the gist of our merger attorney telling  
6 us what his recommendation was. Roland also had a plan  
7 of taking this to a District Court in New York to fight  
8 this.  
9 Q. Did he explain about his plan?  
10 A. Yes, he did and Duane Woerth said I'm not funding  
11 it but that came after the fact, I'm not authorizing it  
12 because Duane had to do that.  
13 Q. You talked to Duane Woerth about --  
14 A. No, it was on the phone.  
15 Q. Duane Woerth called into the April 2nd meeting?  
16 Is that your testimony?  
17 A. I don't remember if it was the April 2nd meeting,  
18 but it was a meeting just after we had done this and  
19 Roland had a plan of action and Duane says as the ALPA  
20 President, I'm not authorizing that.  
21 And I remember just looking over at Roland and he  
22 had this look of kind of like huh? Kind of shocked.  
23 Roland's idea was that he had a plan and what that  
24 plan would do would just delay. And the idea was as  
25 everyone knows, the longer you can wait in a situation

43 (Pages 169 to 172)

<p style="text-align: right;">Page 221</p> <p>1 and I'm being told by experts that this deal is going to  2 fall apart, done, walk away. They're done. The airline  3 is going out of business, everyone is losing their job  4 or you're going to go into that 1113 Hearing and you're  5 going to take your contract -- you're going to go into  6 this thing as non-union, non-contract, at-will  7 employees. Either way, neither scenario is all that  8 pleasant.</p> <p>9 This is what you are told. They said the way you  10 stop that is you waive your scope and you accept this  11 Agreement.</p> <p>12 Q. And that was the decision that you made when you  13 cast your 90 ballots in favor of this Resolution.</p> <p>14 A. I don't have the ability to tell everyone they are  15 going to lose their jobs.</p> <p>16 Q. And you didn't want to risk your co-worker's jobs,  17 did you?</p> <p>18 A. It's not my place to do that.</p> <p>19 Q. I don't have anything further. That completes my  20 questioning.</p> <p>21 THE VIDEOGRAPHER: Mr. Press, do you have any  22 questions?</p> <p>23 MR. PRESS: No, I don't, Geoffrey.</p> <p>24 THE VIDEOGRAPHER: This concludes the videotape  25 deposition of Alan Altman consisting of five tapes on</p>	<p style="text-align: right;">Page 223</p> <p>1 REPORTER'S DECLARATION  2  3 STATE OF NEVADA )  4 ) SS.  5 COUNTY OF CLARK )  6  7 I, Lisa C. Puettmann-Hawton, Certified Court  8 Reporter No. 521, declare as follows:  9 That I reported the taking of the deposition of the  10 witness, ALAN ALTMAN, commencing on Thursday, April 28,  11 2011 at the hour of 8:26 a.m.  12 That prior to being examined, the witness was by me  13 duly sworn to testify to the truth, the whole truth, and  14 nothing but the truth.  15 During the deposition, the deponent was advised of  16 the opportunity to read and sign the deposition  17 transcript under Rule 30, the original signature page is  18 being forwarded to Allen Press, Esq. to obtain the  19 deponent's signature.  20 That I thereafter transcribed said shorthand notes  21 into typewriting and that the typewritten transcript of  22 said deposition is a complete, true and accurate  23 transcription of said shorthand notes taken down at said  24 time.  25 I further declare that I am not a relative or  employee of counsel or any party involved in said  action, nor a relative or employee of the parties  involved in said action, nor a person financially  interested in the action.  Dated at Las Vegas, Nevada this 11th day of May,  2011.</p> <p style="text-align: right;">_____  Lisa C. Puettmann-Hawton, CCR 521</p>
<p style="text-align: right;">Page 222</p> <p>1 Thursday, April 28th, 2011.  2 The original tapes of this testimony will remain  3 in the custody of Summit Court Reporting, Incorporated,  4 1500 Walnut Street, Suite 1610, Philadelphia,  5 Pennsylvania, 19102.  6 The time is approximately 2:34 p.m. Pacific  7 daylight time. We are now off the record.</p> <p>8 MS. REPORTER: Mr. Press, did you want a copy?  9 MR. PRESS: Sure.</p> <p>10  11 (The deposition concluded at 2:34 p.m.)  12 * * *  13  14  15  16  17  18  19  20  21  22  23  24  25</p>	<p style="text-align: right;">Page 224</p> <p>1 INSTRUCTIONS TO WITNESS FOR READING &amp; SIGNING  2 Read your deposition over carefully.  3 It is your right to read your deposition and make  4 changes in form or substance. You should assign a  5 reason in the appropriate column on the errata  6 sheet for any change made.  7 After making any changes in form or  8 substance which have been noted on the following  9 errata sheet along with the reason for any change,  10 sign your name on the errata sheet and date it.  11 Then sign your deposition at the  12 end of your testimony in the space provided.  13 You are signing it subject to the changes you have  14 made in the errata sheet, which will be attached  15 to the deposition before filing. You must sign it  16 in front of a witness. Have the witness sign in  17 the space provided. The witness need not be a  18 notary public. Any competent adult may witness  19 your signature.  20 Return the original errata sheet to your  21 counsel promptly. Court rules require filing  22 within 30 days after you receive the deposition.  23  24  25</p>

# Exhibit H

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS  
STATE OF MISSOURI

BAPTISTE & WILDER, P.C.,	)	
	)	
Plaintiff,	)	Cause No. 04CC-4764
VS.	)	
	)	Division 19
ROBERT A. PASTORE,	)	
	)	
Defendant.	)	

TRANSCRIPT OF PROCEEDINGS

On Monday and Tuesday, November 20-21, 2006, the above-entitled cause came on for hearing before THE HONORABLE MELVYN W. WIESMAN, Judge of Division No. 19 of the St. Louis County Circuit Court.

A P P E A R A N C E S

The Plaintiff was represented by James S. Cole, Esq.  
The Defendant was represented by Allen P. Press, Esq.

Jill R. Longworth, CCR, RPR, RMR  
Official Reporter, Division 19  
21st Judicial Circuit

33

1 about March 1. On March 15th, TWA filed for  
 2 so-called 1113 relief in the bankruptcy courts,  
 3 which if granted would have allowed TWA to do away  
 4 with the scope protections that I'm speaking of.  
 5 Q Let me go into that just a little bit for  
 6 explanation. 1113 is a section of the bankruptcy  
 7 code?  
 8 A It is.  
 9 Q And what was the motion designed to do when  
 10 it was filed in the bankruptcy courts?  
 11 A TWA wanted to cause the court to give it --  
 12 to give TWA permission to change the provisions of  
 13 the TWA pilots' Collective Bargaining Agreement, in  
 14 particular those provisions dealing with scope and  
 15 seniority protection.  
 16 Q Was it a motion to reject the agreement  
 17 entirely?  
 18 A The motion was framed in terms of a total  
 19 rejection. The court under 1113 gives permission to  
 20 allow rejection, but normally the contract is  
 21 changed with respect to the provisions that the  
 22 company wants to change, and that emerges in  
 23 negotiations between the union and the company that  
 24 are mandated by 1113.  
 25 Q Was that motion set for a hearing sometime

34

1 early in April in bankruptcy court?  
 2 A It was indeed, and that caused the  
 3 emergency that my memorandum of March 13 was  
 4 addressed to.  
 5 Q Now, what was the alternative to fighting  
 6 the 1113 motion?  
 7 A In my judgment, there was only one  
 8 alternative that the TWA pilots had in the face of  
 9 the emergency that was thus created, and that was to  
 10 sue in the United States District Court for the  
 11 District of Delaware in an effort to enforce the TWA  
 12 pilot scope provision. That threatened to hold up  
 13 the transaction. What that would have achieved,  
 14 according to the strategy outlined in the  
 15 memorandum, is to force American to sign a process  
 16 agreement under which American, when the transaction  
 17 was completed, would adopt and agree to a process  
 18 for the integration of the American pilots and the  
 19 TWA pilots' seniority list. That was critical  
 20 because there was no other way to cause American, in  
 21 my judgment, to adopt the process by which a fair  
 22 seniority integration could be achieved.  
 23 This was a bold action, but it was action  
 24 that I had undertaken for the mechanics of Western  
 25 Airlines in connection with the Delta/Western

35

1 transaction, and it was action that I had undertaken  
 2 for the Pacific Southwest Airlines mechanics when  
 3 that organization, when that company was acquired by  
 4 US Airways. It was bold, but it had been effective  
 5 in improving the lot of employees at least twice  
 6 before.  
 7 Q In connection with your recommendation, did  
 8 you also communicate that recommendation to another  
 9 level of the Air Line Pilots Association?  
 10 A I did. I drafted a letter to Captain Duane  
 11 Woerth, who was then the President of ALPA National,  
 12 and I requested the permission of ALPA National to  
 13 initiate legal action in the name of ALPA against  
 14 TWA to enforce the TWA employees' contract.  
 15 Q If you would, sir, turn to Exhibit 16 in  
 16 the exhibit notebook.  
 17 Is Exhibit 16 a copy of the letter you just  
 18 mentioned that you wrote to Captain Woerth?  
 19 A It is. That letter deals with the  
 20 extraordinarily complex jurisdictional interplay  
 21 between the United States Bankruptcy Court and the  
 22 United States District Court for purposes of the  
 23 Railway Labor Act and the bankruptcy code.  
 24 MR. COLE: Your Honor, I offer Exhibit 16.  
 25 MR. PRESS: No objection.

36

1 THE COURT: It will be admitted.  
 2 Q (By Mr. Cole) At some point, was there a  
 3 decision by the Master Executive Council on whether  
 4 to waive the scope protections or not?  
 5 A Yes. That occurred on or about April 2,  
 6 2001.  
 7 Q Were you present for that meeting when the  
 8 decision was made?  
 9 A I was present for the first part or the  
 10 public part of that meeting. I had an engagement  
 11 with another client in another city, and so I left  
 12 St. Louis where the meeting was held prior to that  
 13 decision being made.  
 14 Q Was the decision of the Master Executive  
 15 Council then communicated to you in some way?  
 16 A The decision of the MEC was communicated to  
 17 me by John Hefley the next day.  
 18 Q What was Hefley's position at that time in  
 19 the ALPA?  
 20 A Mr. Hefley was a member of the Merger  
 21 Committee, and I think he may have held another  
 22 position as well, but I don't recall that position.  
 23 Q What was the decision of the MEC?  
 24 A The MEC's decision was to waive the scope  
 25 protection in the TWA pilots' Collective Bargaining

<p>1 agreements stipulate that billing for our clients 2 will be accomplished monthly, and they are. And so 3 bills were rendered to the TWA-LLC, pursuant to the 4 retainer agreement of January 17, 2001, every month 5 Q And to prepare those bills, how do you keep 6 time of your own efforts? 7 A Time is kept contemporaneously. 8 Q In what kind of record? 9 A Well, it varies. Some of our lawyers, the 10 younger lawyers, do it electronically. Some of our 11 lawyers, the older lawyers, use time sheets. And 12 because I travel so frequently, I use daily journals 13 on which to record my time. 14 MR. COLE: If I may approach the witness, 15 Your Honor? 16 THE COURT: You may. 17 Q (By Mr. Cole) Mr. Wilder, I've handed you 18 a substantial exhibit that we've marked as Exhibit 19 30. Can you advise the Court what Exhibit 30 is. 20 A Yes, of course. 21 Mr. Cole, I have not gone over every page 22 in this very lengthy document, but it appears to be 23 the contemporaneous time records that were kept by 24 the lawyers in our firm who worked on the Trans 25 World Airways representation.</p>	<p>81 83 1 the time records that you kept and we've had 2 admitted into evidence? 3 Were the invoices based on the time records 4 that you kept? 5 A Yes. The invoices in P-4 were based on the 6 time records that appeared in the previous exhibit, 7 Exhibit 30. 8 Q How were they -- mechanically speaking 9 within your office, how were the time records 10 converted to entries on invoices? 11 A At least once a month and usually twice a 12 month, time is submitted by the lawyers in our firm 13 to the billing department, and the billing 14 department inputs the records into a billing program 15 that enables the detailed bills that I depicted in 16 Exhibit 4 to be created and sent to clients on a 17 thirty-day interval basis. 18 Q Was your practice to review invoices before 19 they were sent to the client? 20 A The responsible principal for each 21 litigation or other matter does review the bills 22 prior to their going out to the client and applies 23 the suitable judgments in terms of corrections or 24 whatever changes should be made. 25 Q In connection with the representation of</p>
<p>82 1 Q And in connection with preparing this 2 exhibit, would you redact and not photocopy 3 information that applied to other clients? 4 A Yes, our time records are sufficiently 5 comprehensive for all clients that there would be a 6 danger in disclosing confidential information in 7 this proceeding of contacts we had with other 8 clients, and those records are, therefore, redacted. 9 Q To your knowledge, does Exhibit 30 show all 10 the time records that you and your firm kept in 11 connection with your representation of the TWA MEC? 12 A I believe so, yes. 13 MR. COLE: I offer Exhibit 30, Your Honor. 14 MR. PRESS: No objection. 15 THE COURT: Exhibit 30 will be admitted. 16 MR. COLE: If I may approach, Your Honor, 17 and hand the exhibit to you. 18 Q (By Mr. Cole) Mr. Wilder, I would like to 19 show you what we've had marked as Exhibit 4. Also a 20 bulky exhibit. 21 Do you recognize Exhibit 4 as a collection 22 of the invoices that were sent to the TWA Master 23 Executive Council during your engagement? 24 A I do. 25 Q Were each of these invoices prepared from</p>	<p>84 1 the TWA MEC, were you the responsible partner in our 2 firm? 3 A Yes, I was. 4 Q And did you have the task of reviewing 5 these invoices then before they were sent out? 6 A Yes, I did. 7 Q Did the firm keep records on out-of-pocket 8 expenses that were incurred in the course of its 9 representation of the TWA MEC? 10 A Yes, in the course of representing labor 11 organizations, our firm is required to keep rather 12 careful track of expenses. All of our clients 13 require that expenses to the firm, whether it be a 14 taxicab ride or a hotel bill or an airline fair, be 15 reflected in the bill itself. 16 Q And did you list those expenses item by 17 item in connection with each of the invoices that 18 appear in Exhibit 4? 19 A We did. That's our usual practice. 20 Q Did you also send the client photocopies of 21 receipts in connection with these invoices? 22 A Yes. 23 Q And finally, when the total amount shown on 24 the last page of the invoice itself for each 25 invoice, did it also include credits of previous</p>

REPORTER'S CERTIFICATE

I, Jill R. Longworth, Certified Court Reporter, hereby certify that I am the Official Court Reporter for Division 19 of the Circuit Court of the County of St. Louis, State of Missouri, and that I was present and reported all the proceedings had in the above-styled cause, and I further certify that the foregoing pages contain a true and accurate transcription of the proceedings transcribed.

A handwritten signature in cursive script, reading "Jill R. Longworth", is written over a horizontal line.

Jill R. Longworth, CCR #0366  
Official Court Reporter

Transcript Completed: November 29, 2006

# Exhibit I

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 THEODORE A. CASE, SALLY YOUNG,  
5 HOWARD HOLLANDER, PATRICK BRADY  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 2  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 8, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.  
AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBERG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5                   S/   LYNNE JOHNSON

6                   Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
8  
9

10                   LYNNE JOHNSON, CSR, CM, CRR  
11 OFFICIAL COURT REPORTER  
12 UNITED STATES DISTRICT COURT  
13 P.O. BOX 6822  
14 LAWRENCEVILLE, NJ 08648  
15 PHONE: 609 896 1836  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 that another ALPA carrier, U.S. Air, was involved, they were  
2 part of the discussions, correct?

3 A. Correct.

4 Q. Just to finish up the thought on these dates. I am not  
5 going to go through all the minutes. Do you recall receiving  
6 the TWA LLC proposal on or about March 17, becoming aware of  
7 that?

8 A. No, I did not.

9 Q. Do you recall being present at the TWA MEC special  
10 meeting on March 21 and 22?

11 A. Again, I would have to see the minutes.

12 Q. You don't have any present recollection of what  
13 happened?

14 A. March 21, 22. I have to see the minutes.

15 Q. You do recall being present at the meeting on April 2 of  
16 2001, correct?

17 A. Yes, I do.

18 Q. When did you first recall people talking about the  
19 Section 1113 issue?

20 A. Much probably in passing, being brought up in the  
21 February, March, early March timeframe.

22 Q. Did you at that timing and look at Section 1113 of the  
23 Bankruptcy Code?

24 A. No, sir, I did not at that time look at it.

25 Q. Did you ever and and look at Section 1113 of the

Case-cross/Fram

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1 Q. All right. Mr. Case, do you agree that in addition to  
2 the six advisors I mentioned before that Randy Babbitt was  
3 also there?

4 A. Yes.

5 Q. So there were seven, yes? There were seven?

6 A. I said lawyers. Six lawyers and one adviser.

7 Q. Mr. Babbitt LAD be the former president of the Air Line  
8 Pilots Association?

9 A. Yes, he had.

10 Q. New the industry pretty well?

11 A. Yes, he did.

12 Q. His advice with respect to the decision we have been  
13 discussing was what?

14 A. Was to waive scope.

15 Q. His advice was to accept the collective bargaining  
16 agreement that had been offered by TWA LLC?

17 A. As it was expressed to me his advice was to waive scope.

18 Q. All right. And can you show me on the agenda where it  
19 lists Mr. Wilder as an attendee?

20 A. It does not list Mr. Wilder on the list as an attendee.

21 Q. In fact, Mr. Wilder wasn't there on April 2, correct?

22 A. I believe that is incorrect. I believe he was there and  
23 there is some dispute over that.

24 Q. So he do you recall a meeting the day before, April 1?

25 A. That's correct. I did not attend that meeting.

1 A. That's correct, work session.

2 Q. The April 1 meeting is the one you did not attend?

3 A. I was unable to attend that meeting.

4 Q. What do you say you recall Mr. Wilder telling people on  
5 April 1, I am sorry April 2, with respect to his ideas?

6 A. Mr. Wilder expressed a positive position for possible  
7 position for his litigation strategy for a period of time,  
8 after he listened to the ALPA advisors long enough he  
9 eventually capitulated and said I I guess a contract is  
10 better than no contract. And Mr. Wilder eventually changed  
11 his opinion to mirror that of advisers.

12 Q. Do you recall Mr. Wilder appearing to be distraught as  
13 the discussion went on?

14 A. Mr. Wilder is a little hard of hearing, and it did  
15 appear at time that he was a little behind on some of it, and  
16 in my opinion, he looked a little distraught about being --

17 THE COURT: I am sorry, your opinion what --

18 A. He looked distraught about being overwhelmed by  
19 advisers' advice.

20 Q. But what he ultimately said at the end of the day at the  
21 end of the discussion is that he agreed with the other  
22 advisors about what the MEC should do?

23 A. Yes, he eventually said almost verbatim, "I guess a  
24 contract is better than no contract."

25 Q. So based upon the fact that Mr. Wilder ultimately

# Exhibit J

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 THEODORE A. CASE, SALLY YOUNG,  
5 HOWARD HOLLANDER, PATRICK BRADY  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 3  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 9, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.  
AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBERG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5                   S/     LYNNE JOHNSON

6                   Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
8  
9

10                   LYNNE JOHNSON, CSR, CM, CRR  
11 OFFICIAL COURT REPORTER  
12 UNITED STATES DISTRICT COURT  
13 P.O. BOX 6822  
14 LAWRENCEVILLE, NJ 08648  
15 PHONE: 609 896 1836  
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24  
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1 15.

2 MR. JACOBSON: First of all this objection was not  
3 made in the pretrial. This is a new objection.

4 MR. KATZ: It was a new exhibit they are trying to  
5 offer. MR. JACOBSON: Same testimony that was in the  
6 pretrial and wasn't objected to.

7 MR. KATZ: The plaintiffs tried to add a new  
8 exhibit and testimony, your Honor.

9 MR. JACOBSON: That is not a factual statement.

10 MR. KATZ: They are asking about a document with an  
11 unknown author.

12 THE COURT: What is 232?

13 MR. KATZ: 232 is a draft by an unknown person at  
14 Loboef.

15 MR. JACOBSON: It was a document from the man's law  
16 firm of an outside line for the chairman, Bob Pastore to be  
17 given at the bankruptcy hearing. Mr. Pastore will testify he  
18 he wasn't shown it and part of the proposed testimony is you  
19 are aware that if the Court rejects your -- accepts the 1113,  
20 then you have a right to strike.

21 And there is going to be plenty of evidence that  
22 Mr. Pastore and the others weren't aware of that and we think  
23 that is part of the problem here is that the lawyers and  
24 advisors are telling the Court and they are aware that that  
25 there is at least a credible right to strike but they are not

1 sharing that with the MEC members. In fact, when asked that  
2 at that April second meeting they say you most probably don't  
3 have any right to strike. That is I think evidence of the  
4 misinformation that is being given that helped corrupt this  
5 hole process persuading the MEC members to vote to waive  
6 scope.

7 MR. KATZ: Judge Irenas, this portion of the  
8 deposition and this document and exhibit, the witness says he  
9 doesn't know who drafted it. He does talk about the  
10 discussion of the right to strike in other portions of his  
11 deposition. And recites what he remembers of the discussion  
12 about the right to strike at the April 2 meeting.

13 MR. JACOBSON: He does describe the document as one  
14 produced by his law office. He recognizes the coding on the  
15 left, that it comes from their file. He says he doesn't know  
16 which lawyer prepared it but this was an outline intended for  
17 Bob Pastore.

18 THE COURT: Who prepared it? What was it prepared  
19 for?

20 MR. JACOBSON: It was prepared for the bankruptcy  
21 hearing.

22 THE COURT: Yeah, but I mean, some law clerk could  
23 have prepared, to start with, maybe it was something that was  
24 going to be reconsidered. Just an undated, untimed, no  
25 testimony backing it up.

Altman-cross/Fram

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1 recall that?

2 A. On the second page, vice chairman gave a brief on it,  
3 that's correct.

4 Q. Do you recall any comments that were made by advisors  
5 during that meeting?

6 A. And tell us, sir, without looking at the document, do  
7 you recall without looking at the document anything that any  
8 of advisors said at the meeting.

9 A. Not, I can't speak to that because it was ten years ago.  
10 Without looking at the document, I don't know who was present  
11 and who wasn't.

12 Q. Do you recall that there was a period of time when the  
13 meeting went into executive session?

14 A. I don't remember, but if it says it did, it did. Ten  
15 years ago.

16 Q. Page 3 of the document document, please. Thursday,  
17 March 22, 2001. Just blow up where it says transaction  
18 update on the very bottom, merger committee.

19 A. Okay.

20 Q. You see it says 9:15 RAUTENBERG/YOUNG move to enter into  
21 executive session. Vote passed?

22 A. I see that.

23 Q. Do you agree on the next page that the MEC remained in  
24 executive session until 12:30. Which would have been over  
25 three years.

1 achieve through the 1113 motion?

2 A. They wanted to, or what they told us, was that if we  
3 didn't voluntary waive our scope and successorship that they  
4 would go to the Court and ask for it that way.

5 Q. Do you recall that the Section 1113 motion sought to  
6 reject the entire collective bargaining agreement? Do you  
7 recall that?

8 A. Yes, I do.

9 Q. Let's go back to this meeting. Do you recall what any  
10 of advisors said with respect to Section 1113 or anything  
11 else during that meeting?

12 A. No.

13 Q. No?

14 A. No. Not in the executive session, I sure don't.

15 Q. Do you recall what Mr. Seltzer said about the chances  
16 that the Section 1113 motion would be granted?

17 A. Not in this meeting, I don't.

18 Q. But you do recall that the, that he told you and others  
19 on April 2 that there was a 99 percent chance it would be  
20 granted?

21 A. That's correct.

22 Q. You testified that you were surprised because that was  
23 contrary to the prior advice, yes?

24 A. That's correct.

25 Q. Does that help you remember that the advice Mr. Seltzer

Altman-cross/Fram

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1 A. Yes.

2 Q. Okay. Can you find it for me real quick?

3 Q. Take this copy. Move it along. You testified about  
4 attending the meeting on April 2, yes?

5 A. That's correct.

6 Q. Did you also attend a meeting on April 1 of 2001 in St.  
7 Louis?

8 A. I flew in and I had dinner.

9 Q. Are you aware that there was a meeting on April 1, that  
10 afternoon of the members of the MEC and of advisors?

11 A. I don't know any of the MEC members that showed at the  
12 meeting. I came in from Los Angeles. I knew that there had  
13 been an email sent out that they would like to have a  
14 gathering on April 1, prior to the April 2nd MEC meeting. I  
15 didn't get in town in time.

16 Q. All right. So you knew that a meeting was scheduled on  
17 Sunda ay, April 1, at one o'clock p.m. to talk about issues  
18 and prepare for the formal MEC meeting the next day?

19 A. That's correct.

20 Q. You are saying that you didn't attend that meeting?

21 A. No. I couldn't make it in in time.

22 Q. What time did you arrive in town on the first?

23 A. It was late in the afternoon, maybe early evening. I  
24 came in and had dinner with a couple members of the MEC.

25 Q. Who do you recall having dinner with?

1 that there were three people present?

2 A. No, I am not saying that. I am saying there if there  
3 was a meeting on the first that would have been a dinner  
4 meeting and if Roland was there, he was there. There  
5 probably were more than three people there. I don't  
6 remember.

7 Q. All right. Do you have a recollection of being told  
8 before the meeting on April 2 that Mr. Wilder couldn't be  
9 there on second because he had a conflicting business  
10 engagement?

11 A. Roland was there on the second.

12 Q. You are confident that Roland was there on the second?

13 A. Yes, I am.

14 Q. Okay. Do you recall Roland saying at the end of the  
15 debate on the 2nd, that after hearing what everybody else had  
16 to say, that he agreed that the MEC should vote to accept the  
17 collective bargaining agreement that was on the table?

18 A. No.

19 Q. And as part of that you would agree to waive scope?

20 A. No. Roland was the one adviser who always stood firm  
21 and told us not to waive scope. When Roland left the meeting  
22 -- Roland was a dissenting view among advisors. Roland was  
23 being treated poorly by the others in that room, the other  
24 advisors. Roland left. I remember this because his bag,  
25 garment bag, was behind me. He grabbed his garment bag, he

1 is walking out the door. He stopped. My characterization of  
2 Roland's face was he looked defeated. He looked very upset.  
3 And he turned around and he said, "I guess some contract is  
4 better than no contract."

5 And as he turned, he said, if you are going to  
6 waive scope, you don't have to do it now. You can do it on  
7 the courthouse steps.

8 Q. This was on April 2, a Sunday -- I am sorry. This was  
9 on April 2, a Monday, of 2001, correct?

10 A. That's correct.

11 Q. Now, the March 31 transition agreement, P-131, this  
12 thick document that we talked about before, the one signed by  
13 Mr. Kiel and Mr. Pastore, that document was discussed on  
14 April 2, do you recall that?

15 A. It was in a resolution that was passed by the MEC for  
16 the negotiating committee to go out, tie up loose ends, with  
17 the transition agreement, and have it become for Mr. Pastore  
18 to sign, Bob Pastore, on April 5.

19 Q. So the direction of the MEC was for people to spend more  
20 time on the transition agreement, and to negotiate the best  
21 possible wrap ups they could and then sign it?

22 A. That was the direction of the MEC.

23 Q. That was the resolution that passed, yes?

24 A. That's correct.

25 Q. And when you cast the 90 votes that you were entitled to

# Exhibit K

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 THEODORE A. CASE, SALLY YOUNG,  
5 HOWARD HOLLANDER, PATRICK BRADY  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,

9 Plaintiffs,

10 V.

VOLUME 4  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,

12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 13, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD

17 BY: NICOLE M. ACCHIONE, ESQ.

18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND

20 GREEN JACOBSON, P.C.

21 BY: ALLEN PRESS, ESQ. (MO. BAR)

22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)

23 For the Plaintiffs.

24 ARCHER GREINER

25 BY: STEVEN FRAM, ESQ.

AND

KATZ & RANZMAN

BY: DANIEL M. KATZ, ESQ.

FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBERG, ESQ.

IN-HOUSE COUNSEL FOR ALPA.

1 Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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9

10 LYNNE JOHNSON, CSR, CM, CRR  
11 OFFICIAL COURT REPORTER  
12 UNITED STATES DISTRICT COURT  
13 P.O. BOX 6822  
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15 PHONE: 609 896 1836  
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Young-direct

34

1 scope. They are going to walk.

2 Q. And again, screaming?

3 A. Screaming.

4 Q. Now you have got Mr. Christy screaming at Ted Case, you  
5 got Michael Glanzer screaming at Roland Wilder?

6 A. Correct.

7 Q. What did you think when you have one adviser yelling at  
8 another one?

9 A. Well, I was trying to listen to the advice of the  
10 experts. I didn't think it was, I mean I thought it was that  
11 important. To me they were trying to make a point that it  
12 was that crucial, that they waive scope. And unfortunately  
13 at the end --

14 Q. Ms. Young, before you answer that. Was this the first  
15 time you had ever been at a MEC meeting where you were, where  
16 you had lawyers make presentations to you?

17 A. We had probably heard from, you know, like I said,  
18 Roland Wilder a little bit. We have our own in-house  
19 attorney, David Holtzman. Yes, this was at first time there  
20 was any real presentation or advice given to us about the  
21 situation with we were in with the purchase.

22 Q. After Mr. Glanzer is screaming at Mr. Wilder did he  
23 change his position, Mr. Wilder, that is?

24 A. He did. He capitulated and he looked defeated. You  
25 know, his body language was, and he said, he ended his

Young-direct

35

1 presentation by saying, you know, a contract is better than  
2 no contract, and I suppose if you have to waive, I would just  
3 advise you to wait until the courthouse steps.

4 Q. Meaning wait until Friday?

5 A. Yes.

6 Q. At the hearing?

7 A. Yes.

8 Q. Correct.

9 A. Yes, correct.

10 Q. Ms. Young, before the vote was made did you take a straw  
11 pole for an opinion?

12 A. I did. Again I was looking for all the information that  
13 I could gather that day and I spoke to everybody in the room  
14 who I knew, I spoke to Bud Benschel, the merger committee  
15 chairman. I spoke to two of the merger committee members who  
16 were there. I spoke to a couple of the negotiating committee  
17 members who were there. I knew where the MEC members stood.  
18 And everybody in that room, after listening to advisors, had  
19 the opinion that we had to waive scope. Except for three  
20 people.

21 Q. Who?

22 A. Howard Hollander, Ted Case and John Hefley. John Hefley  
23 was a member of the merger committee.

24 Q. And how did you vote then?

25 A. No.

Young-cross/Fram

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1 advisors said during the meeting on March 21 or March 22?

2 A. I don't.

3 Q. Do you see as well that 16 20, it shows transaction  
4 update continued. Then it has the merger committee now. And  
5 it is showing Roland Wilder and Robert Christy?

6 A. Yes.

7 Q. Two more lawyers. Yes?

8 A. Yes.

9 Q. So we have a total of seven lawyers present advising the  
10 MEC at the special meeting on March 21. Yes?

11 A. I don't know that they were advising. I don't remember  
12 any specific advise they gave us. If you note, they  
13 presented for one hour. Five attorneys presented for one  
14 hour.

15 So I don't know how much stuff, you know,  
16 extensive information we could have gone over in that short  
17 period.

18 Q. This is the agenda?

19 A. Correct.

20 Q. The actual presentations, as we discussed from the  
21 minutes, the actual presentations took longer.

22 A. Okay.

23 Q. Do you agree that?

24 A. Yes.

25 Q. The agenda looks like it is setting aside one hour for

Young-cross/Fram

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1 the negotiating committee but we talked about how the  
2 minutes reflect executive session for more than three hours,  
3 right?

4 A. Yes.

5 Q. In same with the merger committee. The agenda has one  
6 hour, but the executive session on the merger committee  
7 issues were actually more than three hour, yes?

8 A. Yes.

9 Q. Then you see on March 22 the final page of the document,  
10 it says transaction update continued, if required?

11 A. Yes.

12 Q. And then eleven o'clock, MEC discussion, and direction?

13 A. Yes.

14 Q. Does all of that refresh your memory that April 2 was  
15 not the first time that advisors sat down and talked to the  
16 members of the MEC in detail about waiver of scope, Section  
17 1113, and the importance the of getting a new collective  
18 bargaining agreement?

19 A. I am sure that they were there. I am sure that this is  
20 correct. I just don't remember the substance of what they  
21 told us.

22 Q. Do you recall that after this meeting that the  
23 negotiating committee went back and continued to negotiate  
24 with the counterparts, the people at TWA about a new  
25 collective bargaining agreement?

Young-cross/Fram

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1 Friday or Saturday before the Monday meeting?

2 THE COURT: Are you talking about the April 2  
3 meeting.

4 Q. April 2, yes. In fact an email went out scheduling the  
5 meeting on Thursday, March 29.

6 A. Okay.

7 Q. Does this refresh your recollection?

8 A. As I said I was not somebody who spent a lot of time on  
9 email. If the email went out and I didn't collect the email  
10 that day, it might have been called that day, but I wasn't  
11 informed until a day or two days --

12 THE COURT: But that wasn't the fault of the people  
13 calling the meeting.

14 A. I didn't say it was. I didn't find out about it until a  
15 couple days before was the point I was trying to make.

16 Q. The email told you there with would be a work session  
17 beginning Sunday, April 1, at 1300 hours, is that one o'clock  
18 p.m.?

19 A. Yes.

20 Q. Did you attend that work session or not?

21 A. No.

22 Q. Why not?

23 A. I don't think we were invited. As far as I know, no MEC  
24 member was invited. I believe it was a work session with  
25 advisors and the officers.

# Exhibit L

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 6  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 15, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

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6                           Lynne Johnson, CSR, CM, CRR  
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10                       LYNNE JOHNSON, CSR, CM, CRR  
11                       OFFICIAL COURT REPORTER  
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1    overwhelming view was not to waive scope, please don't waive  
2    our scope rights.

3    Q.    Was it your intention at that time not to waive scope?

4    A.    That's correct.

5    Q.    What was your view about the negotiations, about how one  
6    might put leverage or pressure on the American pilots to  
7    improve the negotiations, and this is as of the end of March,  
8    2001?

9    A.    I only knew of, I think I knew of one that was proposed,  
10   most certainly my information I think or the MEC's  
11   information was coming either through Roland Wilder or  
12   through the merger committee that there were strategies being  
13   looked at. I can't remember specifics about those  
14   strategies.

15   Q.    All right. Now, let's move to the special meeting of  
16   April 1 and April 2. All right. Was this a regularly  
17   scheduled meeting or a special meeting, to your recollection?

18   A.    This was a special meeting.

19   Q.    How much against notice did you have on of the special  
20   meeting?

21   A.    I probably had about 24 hours notice.

22   Q.    Did you attend the meetings on April 1 of 2001?

23   A.    I was not, I was not at any meeting on April 1, and I  
24   don't recall being called to a meeting from the message that  
25   went out, it was specified to be a work session.

1 Q. What about the negotiations with committee members and  
2 merge committee members. Were they invited?

3 A. I cannot recall if those committee members were invited  
4 in or not.

5 Q. Can you recall what the individual advisors said to you,  
6 and if you can't recall, can you recall what any of them  
7 said?

8 A. You know, it is an interesting statement. I can tell  
9 you what was said that day as if I was there yesterday.  
10 Sometimes it is a little vague as to who said what. Clay  
11 Warner was an active speaker.

12 Michael Glanzer did speak. Bob Christie did speak.  
13 Roland Wilder attempted to speak. So I can remember that.  
14 But let me phrase it as this: I am from New York. To me it  
15 almost looked like a Broadway play. That is how I look at it  
16 today.

17 Everybody was singing the same song and distancing  
18 to the same step, with one exception which was Roland Wilder.

19 Q. Now, you said Roland Wilder attempted to speak. What  
20 did you mean by that?

21 A. I often tried to get his points across. At least once  
22 or twice tried to offer other suggestions and he was  
23 interrupted in his speaking. He was not like, I am not  
24 saying like allowed, but he was cut off. Mr. Wilder, we will  
25 get to that. Mr. Wilder, we don't share your opinion on

1 that. It was that type of a conversation.

2 Q. All right. You said Clay Warner was an active  
3 participant in that conversation?

4 A. He was active, yes.

5 Q. What did Mr. Warner say as best as you can recall?

6 A. Again, it was singing the same tune. His recollection  
7 -- the best of my recollection, Mr. Warner's advice was that  
8 this deal had to go forward at all costs. It was in the best  
9 interest of the pilots. His quote that day, and again I told  
10 you how you remember specific things. At least a half a  
11 dozen times, the quote of the day that I, that is ingrained  
12 in my head is the train is leaving the station. You are  
13 either going to get on board or you are going to be left  
14 behind.

15 That is what was repeated over and over again.  
16 Even at a certain point, I think it was, I used today's  
17 phrase, sugar coated. If you folks will vote to waive your  
18 scope as the first union in front of the flight attendants  
19 and in front of the mechanics, there may be some extra to  
20 get. You will be perceived as the good people. American  
21 Airlines may owe you one, in some phrase they thought that  
22 there was some benefit to have by being the first union to  
23 get on board.

24 Q. Do you recall when that particular statement was made  
25 relative to Mr. Wilder's departure from the meeting?

1 A. No.

2 Q. Was it before or after you departed?

3 A. I couldn't tell you if it was before or after. Mr.  
4 Wilder's departure was has actually done.

5 Q. Can you describe Mr. Wilder's departure?

6 A. At some point I think Roland Wilder, our merger  
7 attorney, and this is an opinion, was frustrated. We all saw  
8 a video here yesterday. Roland Wilder is a fairly frail man,  
9 well spoken, soft spoken. He literally grabbed his  
10 briefcase, and he headed for the door, and he had this look  
11 on his face, you know, with bloodshot eyes, almost, and his  
12 departing comments were this: He said look, maybe some deal  
13 is better than no deal, but I can tell you if you are going  
14 to do this, you don't have to do it today.

15 And then to the best point just walked out the door  
16 and we hadn't seen him for the rest of that meeting.

17 THE COURT: Do you know what time of day that was,  
18 morning, afternoon, when he stormed out, not stormed out,  
19 when he left the room.

20 A. Midday, your Honor. It was definitely not in the  
21 morning and definitely not late in the afternoon. It was  
22 lunch hour, around that time.

23 THE COURT: Your testimony.

24 A. I will say midday.

25 THE COURT: All right.

Hollander-voir dire/Jacobson

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1 forwarded was genuine, right?

2 A. I do not, no.

3 Q. You have no idea who prepared this alleged report, yes?

4 A. I just received it as an email.

5 MR. FRAM: Thank you.

6 MR. JACOBSON: May I cross on the voir dire?

7 THE COURT: Yes. You can.

8 VOIR DIRE EXAMINATION.

9 BY MR. JACOBSON:

10 Q. Mr. Hollander, as a result of receiving this email, did  
11 the MEC take any action?

12 A. The MEC had concern and took action, yes.

13 Q. The action you took was what?

14 A. I can't remember specifically, but one thing we did was  
15 request that Mr. Woerth address these issues.

16 Q. Did Mr. Woerth come to your meeting?

17 A. He did.

18 Q. Was that the only MEC meeting that Mr. Woerth attended  
19 throughout the entire American Airlines merger process?

20 A. That's correct.

21 THE COURT: That is not voir dire. That has  
22 nothing do with this. You can question about Woerth's  
23 appearance and what he said he heard. But that has nothing  
24 to do.

25 MR. JACOBSON: I am sorry.

1 Q. And did Mr. Woerth, Captain Woerth, deny this statement  
2 that is in here?

3 A. He did not deny the statement. I believe he said that  
4 he was misquoted. But he did not deny the statement.

5 THE COURT: Look, you can question what worth said,  
6 if somebody asked him that question, can you say that. I  
7 don't know what happened at another meeting. But this is,  
8 you are offering this to have Woerth say, having said  
9 something --

10 MR. JACOBSON: To the Allied pilots.

11 THE COURT: At a meeting that this witness wasn't  
12 present for.

13 MR. JACOBSON: That's correct, your Honor.

14 THE COURT: And this is yet by another person who  
15 we have, who apparently is not going to testify, as to what  
16 Woerth said, and at that meeting. I mean, that is hearsay.

17 MR. JACOBSON: Your Honor, I think the fact that  
18 they have the statement that Captain Woerth met with them  
19 and told them to get real on associated senior merger  
20 settlement --

21 THE COURT: The circumstances of what he said, the  
22 context, he doesn't know.

23 MR. JACOBSON: The importance of this to me is with  
24 this witness, is that the MEC then invited Captain Woerth to  
25 come to the meeting, they queried him about this. He danced

1 around it, he didn't admit or deny. He said he was quoted  
2 out of context.

3 THE COURT: He can say that. He can testify as to  
4 what Woerth said, what questions were asked of Woerth, what  
5 was the response of --

6 MR. JACOBSON: Without offering the document. What  
7 about the fact. All I really want is that --

8 THE COURT: I know what you want out of that. That  
9 is clear. You want to get something that will go in the jury  
10 room and it says that Captain Woerth said the TWA pilots have  
11 to get real. That doesn't make this admissible.

12 MR. JACOBSON: What about just the two lines that I  
13 want to read, have him read, not the document itself?

14 THE COURT: No, you are trying to put in evidence  
15 something that you can't, he testifies, I will have to hear  
16 it, but he can testify about Woerth's appearance, what  
17 questions he was asked. So you will really get into evidence  
18 to the extent, if it was happening, that somebody asked him  
19 did you tell the board of directors of ALPA that I, I am  
20 sorry, the APA, did you tell the APA board of directors that  
21 the TWA pilots have to get real and what his response was.

22 MR. JACOBSON: I understand. I can ask that  
23 question.

24 THE COURT: That is direct testimony. If he heard  
25 that, you know, whatever that, when that meeting, that he

1 attended, I mean, we have been listening for, there has been  
2 no objection and I wouldn't sustain an objection where he is  
3 present and hears this and can say what he hears.

4 MR. JACOBSON: I understand your ruling, your  
5 Honor.

6 THE COURT: And it may well be that you will get  
7 before the jury that somebody asked him, did you tell the APA  
8 directors that the TWA pilots have to get real. And then he  
9 said X. Y, I don't want to something suggest something, but  
10 whatever he says the answer is to that. That is direct  
11 testimony. That is his observation with his eyes, his ears,  
12 his senses.

13 MR. JACOBSON: I understand, your Honor.

14 THE COURT: And Woerth is the president of the  
15 defendant. So that is a party admission in effect. So I  
16 allow all that.

17 But putting before them a detailed report before  
18 the jury of what went on in a meeting, that it is not a  
19 business record of ALPA, it is, it is like ALPA minutes, you  
20 know, or the MEC minutes or even the board of ALPA minutes  
21 probably are admissible as business records of a party in  
22 this case, ALPA.

23 But I don't know what this is. He doesn't know. I  
24 think you can get actually pretty close to what you want to  
25 do, but you but you can't do it through this.

1 A. This is his sole time.

2 THE COURT: When was this meeting?

3 A. This was April 23, your Honor.

4 THE COURT: April 23.

5 Q. Were you present at that April 23 meeting?

6 A. I was.

7 Q. Was Captain Woerth asked about his visit to the allied  
8 pilots, that is the American airline union, board of  
9 directors?

10 A. He was. He was questioned about not only going there  
11 but his comment.

12 Q. All right. And did he tell you when he had gone to the  
13 Allied Pilots board of directors meeting?

14 A. He did.

15 Q. What day had Captain Woerth attended a meeting of the  
16 board of directors of Allied Pilots?

17 A. April 5.

18 Q. So that is three days after you voted to waive scope?

19 A. That would be correct.

20 Q. One day before the date that the 1113 motion had been  
21 scheduled to be heard in bankruptcy court?

22 A. That is a correct sequence of event.

23 Q. All right. Did you or one of the MEC members ask  
24 Captain Woerth at that meeting whether he told the American  
25 pilots union's board of directors that the TWA pilots had to

1 get real?

2 A. He was questioned about that comment.

3 Q. What specifically, as best you can recall, was Captain  
4 Woerth asked about the comment that he had allegedly made to  
5 the APA?

6 A. He was asked specifically if he made the comment and  
7 what he meant by it.

8 Q. Was he told what the comment was that he was alleged to  
9 have made?

10 A. He was.

11 Q. What was he told that he was alleged to have said to the  
12 Allied board?

13 A. The TWA MEC had concern because it was relayed to us  
14 that Captain Woerth told the Allied Pilots Association, our  
15 opposite union, that the TWA pilots need to, quote, "get  
16 real."

17 Q. Get real on what?

18 A. It just said get "get real." We obviously took an  
19 assumption that he was referencing the seniority integration,  
20 and the proposal of such.

21 Q. Can you recall one way or the other whether seniority  
22 integration itself is specifically mentioned in connection in  
23 connection with the get real excellent?

24 A. It was.

25 Q. Did Captain Woerth deny having made that statement?

1 A. He did not deny making the statement.

2 Q. Okay.

3 A. He did not.

4 THE COURT: Let him finish his answer. Go ahead.

5 A. He did not deny making his this statement but his  
6 complete answer was he believed he was misquoted.

7 Q. All right. He doesn't deny that he made the statement  
8 that you had to get real, but somehow he was misquoted.

9 MR. FRAM: Your Honor, I object to the leading  
10 questions. We should hear the testimony from the witness.

11 THE COURT: Yeah. Ask him what was said. He does  
12 have recollection on this subject.

13 Q. What else did he say in context with that?

14 A. Mr. Woerth said that his entire comment was -- he spoke  
15 extremely briefly at the meeting, and that when asked about  
16 the seniority integration, we queried him on the question of  
17 get real. And his reply was, is that he didn't deny the  
18 statement of get real. He just said it wasn't a complete  
19 answer, and it was taken out of context.

20 Q. Did he tell you what the complete answer was?

21 A. He did not.

22 Q. This was you you said April 22, April 23 --

23 A. This was at the April 23 meeting, yes.

24 Q. I would like you to look at defendant's exhibit 78.

25 Those are the minutes of the special meeting of April 23 and

1 24.

2 A. Correct.

3 Q. There is a discussion there on the second page relating  
4 to Captain Woerth's visit. Is that correct?

5 A. I am sorry. What page?

6 Q. On the second page of this.

7 THE COURT: What is this?

8 MR. JACOBSON: This is exhibit D 78, the minutes  
9 from the April 23, 24, 2001, MEC meeting.

10 THE COURT: Is that already in evidence?

11 MR. JACOBSON: Yes, your Honor.

12 THE COURT: Go ahead.

13 A. Hang on for a second.

14 Q. Yes. What is it you wanted?

15 Q. I asked if the second page discussed Captain Woerth's  
16 comments to the MEC?

17 A. Duane Woerth, president.

18 Q. You want me to read from there?

19 Q. Just read the first paragraph of that?

20 A. Captain Duane Woerth briefed the MEC regarding the  
21 Delta's tentative agreement, the Conair strike, legislative  
22 progress on the age 60 rule, and his presence at an APA board  
23 meeting in Dallas. Captain Woerth discussed the current  
24 situation of the TWA pilots and stated the TWA MEC made one  
25 of the most difficult decisions any MEC could be faced with,

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1 committee, as to one of these March meetings, would have come  
2 back to the MEC and said we have agreed to do a date of hire  
3 seniority integration, that waiving scope would not have been  
4 an issue.

5 THE COURT: So the answer is waiving scope, or was  
6 it persistent, a consistent issue throughout, really from  
7 February at least April 2.

8 A. That would be an accurate statement, your Honor.

9 Q. And you recall the merger committee making an effort to  
10 work with the American pilots to agree upon seniority  
11 integration so that this issue of waiving scope could be  
12 avoided, yes?

13 A. I do remember that meeting, yes, I do.

14 Q. Okay. But just on this March 14 meeting, do you recall  
15 where that was?

16 A. I do not.

17 Q. Do you recall who was present?

18 A. Was March 14 when we were in Delaware?

19 Q. I am not permitted to answer questions. Either you  
20 recall or you don't?

21 A. I don't.

22 Q. Do you recall a special meeting of the MEC, TWA MEC on  
23 March 21 and 22?

24 A. I recall.

25 Q. Where was that?

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1 A. In Saint Louis.

2 Q. Who was present?

3 A. I really can't tell you who was present. I would  
4 imagine, best guess would be most of the MEC.

5 Q. Were any advisors there, let's take it a step at a  
6 time. Were any advisors at that meeting?

7 A. Without looking at the notes I couldn't say.

8 Q. Do you recall if there was any professional advice,  
9 legal advice, bankruptcy advice, given at the meeting?

10 A. I couldn't say without looking at the minutes.

11 Q. You talked this morning about a meeting in Council 2.  
12 Do you recall that?

13 A. In March of in March of '02? ? I mean March for Council  
14 2.

15 Q. You said you attended a meeting of Council 2 in March  
16 where the issue of whether to waive scope was discussed.  
17 Yes?

18 A. Correct.

19 Q. And you said that --

20 THE COURT: That was New York.

21 A. That was held at the Ramada Inn in New York, yes, by JFK  
22 airport.

23 Q. You said 50 to 60 people who attended that, they were  
24 unanimous in wanting the MEC not to waive scope. Right?

25 A. That is correct.

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1 A. I recall being invited to to that meeting, yes.

2 Q. And do you recall being told that the agenda for the  
3 meeting would include, can we pull that up?

4 THE COURT: What is the number?

5 Q. 382, your Honor?

6 THE COURT: Defendant or plaintiff?

7 MR. FRAM: Defendant, your Honor. It is in  
8 evidence.

9 THE COURT: D 382.

10 MR. FRAM: Yes, it is in evidence, your Honor.

11 THE COURT: Okay.

12 Q. Do you recall this email setting the meeting on March 21  
13 and 22 and advising the members of the MEC that there would  
14 be reports from the negotiating committee, and the merger  
15 committee?

16 A. I recall the email, yes.

17 Q. Do you recall the reports that were given on March 21  
18 and 22?

19 A. I know reports were given. You can't recall the  
20 substance of what was translated that day.

21 Q. Do you recall any of the professional advisors who were  
22 present?

23 A. I do not recall any specific advice. I know there were  
24 advisors present but I can't recall their direct advice on  
25 that day.

1 information or guidance you got?

2 A. What I am saying is back then my decision was based on  
3 the fact that I didn't get anything. Today I can't recall  
4 the exact words what was said.

5 Q. All right. Mr. Case, do you recall Mr. Case making a  
6 statement for the record at the April 2 meeting, that he  
7 opposed the resolution, that was voted on by way of roll  
8 call?

9 A. I read those minutes and I recall Mr. Case making an  
10 opposition to that, yes.

11 Q. Did you know before he made the statement that he was  
12 going to do it?

13 A. I did not.

14 Q. Now, after the April 2 meeting Duane Woerth came and  
15 talked?

16 THE COURT: Who?

17 Q. Duane Woerth, the president of ALPA?

18 THE COURT: I know.

19 Q. He came and talked to, at the meeting on April 23 or 24,  
20 do you recall that?

21 A. He did. I mean I know he came.

22 Q. And you said this morning that he was quizzed about some  
23 remarks that were attributed to him?

24 A. That is what I understood, yes.

25 Q. And you are one of the people quizzing him?

1 A. No.

2 Q. The remark attributed to him is that he had told the APA  
3 board of directors on April 5 that the TWA pilots had to  
4 quote get real. Correct?

5 A. That was what was relayed to us, yes.

6 Q. You said this morning that when he was asked about that,  
7 he did not deny making the statement, but believed that it  
8 had been taken out of context?

9 A. That is what was relayed to me, yes.

10 Q. Well, no. You were there when Mr. Woerth addressed the  
11 MEC on April 23 and 24, correct?

12 A. No, I was not.

13 Q. You weren't even at the meeting where he was asked about  
14 whether he had made the statement?

15 A. Duane Woerth's appearance was the first day of the  
16 meeting. My recollection is I was not there on the first day  
17 of the meeting.

18 Q. So how do you know that he did not deny making the  
19 statement but believed it had been taken out of context?

20 A. I was getting phone calls from almost everybody in that  
21 room, every break they had.

22 THE COURT: I am sorry. I thought when, I asked  
23 some questions about that and one of the reasons he explored  
24 it, I understood that you were there. That is why I made the  
25 distinction between what I would consider hearsay as to what

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1 he said, as to what came out of his own mouth. That is what  
2 you heard.

3 A. I thought you were referencing the APA message with the  
4 attorney about what was said down there. What was said in  
5 the meeting on --

6 THE COURT: When he appeared, and when he was  
7 questioned, clearly he was questioned, we know from the  
8 minutes that he was questioned about what he had said, when  
9 he had visited and spoke for a brief period of time at the  
10 APA, I guess board of directors meeting, the board of  
11 directors meeting. Maybe I am confused. I thought you were  
12 present.

13 I think I even said that.

14 I made the point that I would give you full range  
15 to say anything you heard him say.

16 MR. FRAM: I heard it the same way, your Honor.

17 A. Then I will yield and say I was mistaken. I was not  
18 there for Duane Woerth's personal appearance on the first day  
19 of that meeting.

20 Q. D 181. Do you recognize this, sir, as an email? It is  
21 a summary of Duane Woerth's comments to the TWA MEC members,  
22 April 23, that was prepared and circulated as an official  
23 document of the MEC.

24 A. I recognize it as that.

25 Q. Okay. Can you just read for the jury?

# Exhibit M

1  
2 IN THE UNITED STATES DISTRICT COURT.  
3 FOR THE DISTRICT OF NEW JERSEY  
CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
and on behalf of all others  
similarly situated,  
Plaintiffs,

7  
8 V.

VOLUME 7  
TRIAL TRANSCRIPT

9 AIR LINE PILOTS ASSOCIATION,  
10 Defendant.

CAMDEN, NEW JERSEY  
JUNE 16, 2011

11  
12 B E F O R E: HONORABLE JOSEPH E. IRENAS  
UNITED STATES DISTRICT JUDGE

13 A P P E A R A N C E S:

14 TRUJILLO, RODRIGUEZ & RICHARD  
15 BY: NICOLE M. ACCHIONE, ESQ.  
AND: LISA J. RODRIGUEZ, ESQ.

16 AND  
GREEN JACOBSON, P.C.  
17 BY: ALLEN PRESS, ESQ. (MO. BAR)  
AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
18 For the Plaintiffs.

19 ARCHER GREINER  
20 BY: STEVEN FRAM, ESQ.  
AND  
KATZ & RANZMAN  
21 BY: DANIEL M. KATZ, ESQ.  
22 FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

23 ELIZABETH GINSBERG, ESQ.  
24 IN-HOUSE COUNSEL FOR ALPA.  
25

1  
2 Pursuant to Section 753 Title 28 United States  
3 Code, the following transcript is certified to be an  
4 accurate record as taken stenographically in the  
above-entitled proceedings.

5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
8  
9  
10

11 LYNNE JOHNSON, CSR, CM, CRR  
12 OFFICIAL COURT REPORTER  
13 UNITED STATES DISTRICT COURT  
P.O. BOX 6822  
14 LAWRENCEVILLE, NJ 08648  
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Clarke-direct/Press

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1 information.

2 Q. So was it clear to you in early March that  
3 misinformation was potentially getting out there?

4 A. From their side?

5 Q. Yes, sir.

6 A. Yes.

7 Q. And that was the same kind of misinformation that an  
8 American pilot circulated when he reported that Duane Woerth  
9 said at a meeting that the TWA pilots had to get real.  
10 Right?

11 A. I don't think that was misinformation.

12 Q. Didn't you tell us when you attended the meeting on  
13 April 23 that Captain Woerth denied making that statement,  
14 that was your testimony this morning, right?

15 A. When I first said that he kind of politically danced  
16 around it, yes.

17 Q. You said he denied it, right?

18 A. Okay, yes.

19 Q. So you understood when he said I never said that, that  
20 this was misinformation that was being circulated by the  
21 American pilots to try to embarrass Captain Woerth and try to  
22 cause unrest or disquiet within the TWA pilot ranks, right?

23 A. Or he wasn't telling the truth when he said he didn't  
24 say it.

25 Q. Oh, so did it occur to you that the American pilots --

1 Wednesday. But the next day.

2 MR. PRESS: Is there a way for us to have that  
3 information, whether it is going to be Tuesday or Wednesday  
4 before we leave?

5 THE COURT: Yes. I will look at it. I have it  
6 home. I forgot to look at it this morning.

7 MR. FRAM: You are going to today the day off  
8 Tuesday or Wednesday.

9 THE COURT: One day I have to go to North Jersey  
10 for some ticker tests. Heart. Up to Saint Barnabus. I got  
11 two kinds of test, two kind of heart tests, stress test, and  
12 something else that has to do with the heart.

13 MR. FRAM: One of the live witnesses, I would like  
14 to know, they mentioned day. I would like to know who is  
15 after day. The bigger issue is should we expect to have to  
16 bring our witnesses in next week. Sounds like we are only  
17 going three days.

18 THE COURT: Only three days next week.

19 MR. FRAM: That helps.

20 MR. PRESS: Day, and/or Pastore. I don't know the  
21 order.

22 THE COURT: You are going to call Pastore.

23 MR. PRESS: It could be both, could be just one.  
24 Those are the positions we are going to collaborate on over  
25 the weekend, see where we are.

# Exhibit N

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 8  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 20, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.  
AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBERG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1 Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
8  
9

10 LYNNE JOHNSON, CSR, CM, CRR  
11 OFFICIAL COURT REPORTER  
12 UNITED STATES DISTRICT COURT  
13 P.O. BOX 6822  
14 LAWRENCEVILLE, NJ 08648  
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1 MR. PRESS: Bob Pastore.

2 THE COURT: In person.

3 MR. PRESS: Yes.

4 THE COURT: After Mr. Pastor.

5 MR. PRESS: Nothing.

6 THE COURT: So basically we have to finish  
7 Rindfleisch's, his two volumes of deposition, and then  
8 Captain Day and Captain Pastore for their --

9 MR. PRESS: That is still. I don't want to mislead  
10 anybody. There is a possibility that pastor won't be here.  
11 So, but the plan is to have him.

12 THE COURT: But if he is not here, are you going to  
13 use another witness?

14 MR. PRESS: No, no.

15 THE COURT: It just means the trial will be a day  
16 or two shorter.

17 MR. PRESS: That is exactly what it will mean.

18 THE COURT: So it looks like you could finish early  
19 this week.

20 MR. PRESS: We could finish Thursday.

21 THE COURT: Depending on, if Pastore and day come,  
22 you think we could finish?

23 MR. PRESS: Not in light of the cross examinations  
24 that I would expect.

25 THE COURT: Yeah. It doesn't seem likely to me

# Exhibit O

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 9  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 22, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.  
AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

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1 MS. RODRIGUEZ: Just Day, yes.

2 THE COURT: Captain Day. O'Day sounds nice, I like  
3 it.

4 THE COURT: Captain Day, and Captain Pastore. What  
5 is the story?

6 MR. FRAM: I was hoping for an update so we know  
7 who would be here.

8 THE COURT: Is Pastore going to testify?

9 MR. PRESS: Not today. And Judge, most, almost all  
10 the evidence that we would have presented through Captain  
11 Pastore has already been admitted with one --

12 THE COURT: I am taking no position.

13 MR. PRESS: There is an open issue. The financial  
14 condition of TWA is something that he was going to testify  
15 to. But you have ruled that that is irrelevant and out of  
16 the case.

17 So we would be inclined not to present him at all.

18 THE COURT: Well, when I said irrelevant, the  
19 perception of the union as to what that condition was might  
20 be relevant, as distinct from the fact of it. I mean, it is  
21 not like you would call a witness who would then go through  
22 all the public records of TWA and then express an opinion, it  
23 is viable for six months, viable for nine months, viable  
24 forever. That I considered irrelevant.

25 But I think I made it clear that I did consider it

# Exhibit P

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 10  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 23, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.  
AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5                           S/   LYNNE JOHNSON

6                           Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
8  
9

10                           LYNNE JOHNSON, CSR, CM, CRR  
11 OFFICIAL COURT REPORTER  
12 UNITED STATES DISTRICT COURT  
13 P.O. BOX 6822  
14 LAWRENCEVILLE, NJ 08648  
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Day-direct/Press

35

1 Q. So why were you there?

2 A. I was there meeting with my committee, formulating  
3 strategy and with Roland Wilder.

4 Q. Now --

5 THE COURT: Was Roland Wilder going back and forth  
6 between where you were and where the MEC was?

7 A. I didn't know it at the time, but Roland did leave, and  
8 I went in search of him. And I looked, and I thought maybe  
9 that is where he would have been. He wasn't at that time but  
10 I am sure he was being asked questions by the MEC.

11 Q. Now, you mentioned you went to go look for Roland. Why  
12 was that?

13 A. Well, we had questions for him. He had been gone for a  
14 little bit.

15 Q. Where did you find him?

16 A. I found him in the library.

17 Q. Okay. Who did you find with him?

18 A. About four or five ALPA advisors.

19 Q. What did you observe?

20 A. I observed Roland on one side of the table, and the five  
21 advisors on the other side of the table.

22 Q. And what was being discussed?

23 MR. FRAM: Your Honor, could we know who advisors  
24 allegedly were?

25 THE COURT: Yes. Who were these advisors?

Day-direct/Press

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1 Q. Can you describe who, or tell us who they were?

2 A. It would have been Bob Christy, it would have been Clay  
3 Warner, I think Steve Tumblin might have been there. And I  
4 don't recall the names of the other two.

5 Q. All right. But you recall specifically Mr. Christy and  
6 Mr. Warner?

7 A. Yes.

8 Q. All right. And what did you hear those gentlemen  
9 discussion discussing with Mr. Wilder?

10 THE COURT: First of all, did you hear them  
11 discussing with Mr. Wilder?

12 A. Yes, Judge, I did.

13 THE COURT: Okay.

14 A. I walked in to the room. I saw Roland in the corner and  
15 I decided I was going to to make myself at home.

16 I got glares, but I sat down and what was happening  
17 was I felt they were beating up on Roland. What they were  
18 doing was they were, they were attempting to say --.

19 MR. FRAM: I object to his characterization. Can  
20 we please have the facts and not his impressions or  
21 interpretations?

22 MR. PRESS: He was just getting ready to say what  
23 they were doing.

24 THE COURT: Yeah, to some extent I will sustain the  
25 objection. I want to know what was being said, not your

Day-direct/Press

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1 impression of what they were doing.

2 A. The discussion was focused on the MEC's discussion of  
3 the waiver of scope. Roland was the only one of advisors who  
4 was advising it not be done.

5 THE COURT: That scope not be waived?

6 THE WITNESS: That scope not be waived.

7 A. The other advisors were attempting to persuade Roland to  
8 change his position.

9 THE COURT: What ammunition were they attempting to  
10 use to do that persuasion? If you know.

11 A. The 1113 argument. That was the primary one.

12 If the 1113 motion was granted, that the collective  
13 bargaining agreement was going to be taken apart and we  
14 didn't want to be in that position.

15 Q. How was Mr. Wilder responding to all of this?

16 A. Well, he was arguing against it. Roland was our  
17 attorney. He was representing the merger committee.

18 THE COURT: And the MEC, too.

19 THE WITNESS: To some extent, Judge. I always  
20 looked at him as the merger committees attorney but obviously  
21 the MEC and the merger committee were normally on the same  
22 wavelength.

23 Q. And these ALPA advisors persuasion over Roland Wilder,  
24 what tone and volume were they using to persuade?

25 A. They were loud.